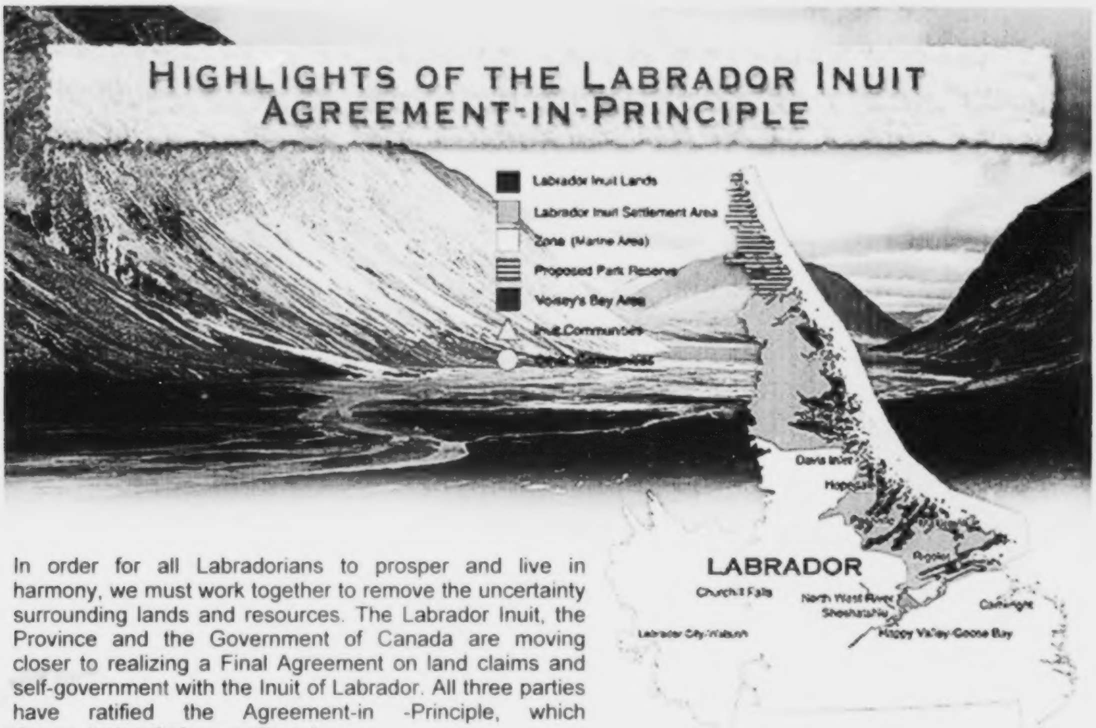
HIGHLIGHTS OF THE LABRADOR INUIT AGREEMENT-IN-PRINCIPLE



In order for all Labradorians to prosper and live in harmony, we must work together to remove the uncertainty surrounding lands and resources. The Labrador Inuit, the Province and the Government of Canada are moving closer to realizing a Final Agreement on land claims and self-government with the Inuit of Labrador. All three parties have ratified the Agreement-in -Principle, which demonstrates their commitment.

Section 35 of the Constitution Act, 1982 recognizes and affirms the existing Aboriginal and treaty rights of the Aboriginal peoples of Canada. Since the scope of Aboriginal rights is undefined, the Supreme Court of Canada has encouraged land claims negotiations as the preferred method for resolving disputed claims of Aboriginal rights and title. A comprehensive land claims agreement is a modern treaty which provides an Aboriginal group with clearly defined land, resource and self-government rights. Such an agreement will create certainty and promote long-term economic and social development. Once a land claims agreement is ratified by both levels of government and the Aboriginal group, it will be constitutionally protected as a modern treaty.

Land claims agreement negotiations involve three stages: Framework Agreement, Agreement-in-Principle (AIP) and Final Agreement. This process takes many years to complete, as there are many factors to consider. We must ensure that the settlement is fair to everyone. At the same time, the settlement must respect Inuit heritage, culture and tradition.

The following is a brief outline of the Agreement-in-Principle, which will form the basis of the final land claims agreement. The Final Agreement will likely take another couple of years to negotiate. Changes will not come into effect until the Final Agreement is completed.

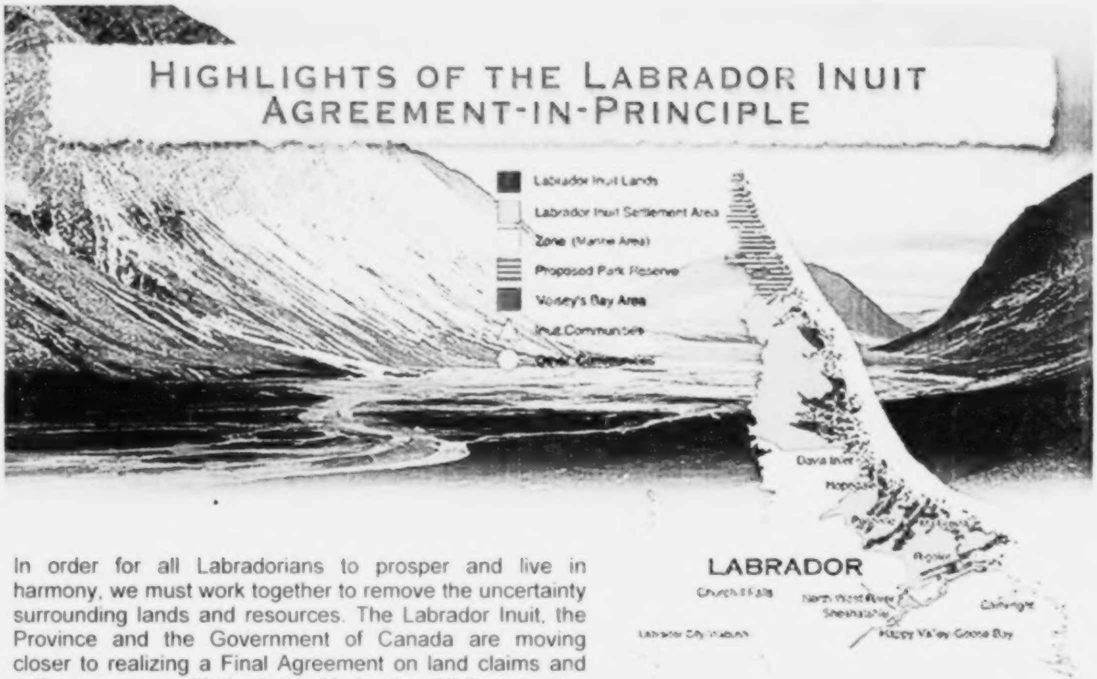
Land Categories

The final land claims agreement will create two areas of land – the Labrador Inuit Settlement Area and Labrador Inuit Lands. The Settlement Area will consist of 28,000 square miles of land and 17,000 square miles of adjacent ocean extending out 12 miles (referred to as the Zone). The Settlement Area includes the five Inuit communities of Nain, Hopedale, Makkovik, Postville and Rigolet. In the northern part of the Settlement Area, approximately 3,700 square miles will be set aside for the establishment of the Torngat Mountains National Park Reserve. Inuit will have special rights in all of these areas.

Within the Settlement Area, Inuit will own 6,100 square miles of land, which is referred to as Labrador Inuit Lands. It is in this area where Inuit have the most rights and benefits.

Mineral Resources

HIGHLIGHTS OF THE LABRADOR INUIT AGREEMENT-IN-PRINCIPLE



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Mineral Resources

Existing mineral rights holders on Inuit Lands will continue to be administered under provincial laws. The Inuit and Provincial governments must approve new mineral exploration on Inuit Lands. In addition, Inuit will own 1,525 square miles of quarry materials in designated portions of Inuit Lands.

Voisey's Bay

An area of 85 square miles will be set aside for the Voisey's Bay project. The Inuit government will receive 3% of provincial mining revenues. Other rights and benefits related to lands and resources will be negotiated before the Final Agreement is concluded.

Economic Opportunities

Impacts and Benefits Agreements (IBAs) must be negotiated with the Inuit government for large-scale developments in the Settlement Area, outside Inuit Lands, and all developments on Inuit Lands.

Resource Royalty Sharing

Inuit will receive 25% of provincial revenues from mineral developments on Inuit Lands. In addition, in the Settlement Area, outside Inuit Lands, they will receive 50% of the first $2 million and 5% of any additional provincial revenues from mineral resource developments.

Environmental Protection

Federal and provincial environmental assessment laws continue to apply throughout the Settlement Area and on Inuit Lands. In addition, the Inuit government can make their own environmental assessment laws on Inuit Lands. Every effort will be made to ensure environmental assessment processes are harmonized to avoid duplication and inefficiencies.

Land Use Plan

The Province and the Inuit government will develop a comprehensive land use plan for the entire Settlement Area, including Inuit Lands.

Funding

The Federal government will provide $140 million to an Inuit trust fund. The Inuit government must repay its land claims negotiation loan from these funds. The Federal government will also provide $115 million to the Inuit government to help them fulfill their implementation responsibilities under the Final Agreement.

Renewable Resources

The relevant provincial or federal Minister retains ultimate authority for the conservation and management of renewable resources throughout the Settlement Area. Two boards will be established to advise the Federal and Provincial governments on conservation and management of renewable resources. They are:

- Torngat Wildlife and Plants Co-management Board
- Torngat Joint Fisheries Board

Board members will be appointed by the Inuit, Federal and Provincial governments. Inuit will have the right to harvest year round for subsistence purposes throughout the Settlement Area. Other residents will be able to harvest in the Settlement Area, outside Inuit Lands, according to federal and provincial regulations. If conservation requires that harvesting be limited, Inuit will have first priority, but may also be required to reduce their harvest.

If you are an outfitter or an owner of a sawmill, you can continue to operate according to provincial laws. However, Inuit have the first option to establish new outfitting and sawmill operations in the Settlement Area.

Inuit will be granted a percentage of new commercial fishing licenses in the ocean Zone, and in Canadian fishing waters adjacent to the Zone. Existing commercial licenses are unaffected.

Inuit Government

Two levels of Inuit government will be established:

1. The Inuit Central Government will have the authority to make and administer laws as set out in the Final Agreement over lands and resources, and matters such as Inuit education, health, and child and family services. This will enable Inuit to have more control over their social, economic and cultural development.
2. Five Inuit community governments will replace the municipal governments in Nain, Hopedale, Makkovik, Postville, and Rigolet. Community governments will have the same powers as municipalities, plus any additional powers delegated by the Inuit Central Government. All community residents will be entitled to representation on community councils, but the head of the council must be Inuit.

Other Aboriginal Claims

If there are overlapping claims between the Labrador Inuit and neighbouring Aboriginal groups, they can be negotiated and included in the Final Agreement.

If your would like more information please contact:

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Government of Newfoundland and Labrador
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www.gov.nf.ca/laa

GOVERNMENT OF
NEWFOUNDLAND
AND LABRADOR

**Department of Labrador
and Aboriginal Affairs**

**Honourable Ernest McLean,
Minister**

Agreement-in-Principle
Between
the Inuit of Labrador
and
Her Majesty the Queen in Right of Newfoundland
and
Her Majesty the Queen in Right of Canada

Initialled on May 10, 1999

This Agreement-in-Principle has been initialled in St. John's, Newfoundland, this 10th day of May 1999 by the Chief Negotiators of Labrador Inuit Association, the Government of Newfoundland and Labrador and the Government of Canada, signifying their intent to recommend the Agreement-in-Principle for ratification in accordance with the ratification provisions of chapter 26 of this Agreement-in-Principle.

Disclaimer

The printed version of the document stands as the official record. The Department assumes no responsibility for any discrepancies which may have been transmitted with the electronic version

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THIS AGREEMENT-IN-PRINCIPLE

BETWEEN:

The Inuit of Labrador as represented by Labrador Inuit Association

AND:

Her Majesty the Queen in Right of Newfoundland as represented by the Minister of Labrador and Aboriginal Affairs

AND:

Her Majesty the Queen in Right of Canada as represented by the Minister of Indian Affairs and Northern Development

WITNESSES THAT WHEREAS:

1. The Inuit of Labrador claim aboriginal rights, including title, in and to the Labrador Inuit Land Claims Area based on their traditional and current use and occupancy of the lands, waters and landfast sea ice of the Labrador Inuit Land Claims Area in accordance with their own customs and traditions;
2. The Inuit of Labrador are an aboriginal people of Canada;
3. The *Constitution Act, 1982*, recognizes and affirms the existing aboriginal and treaty rights of the aboriginal peoples of Canada, and treaty rights includes rights that may be acquired by way of land claims agreements;
4. There has never been a treaty or land claims agreement between the Inuit of Labrador and the Crown;

NOW the Parties agree as follows:

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Chapter 1: General Definitions

1.1.1 Unless otherwise provided in the Agreement:

"Agreement" means the final land claims agreement between the Inuit, as represented by Labrador Inuit Association, Canada and Newfoundland;

"Aquatic Plant" includes all benthic and attached algae, kelp, marine flowering plants, brown algae, red algae, green algae, phytoplankton and other plants which complete their entire life cycle in water;

"Arbitration Decision" means a ruling, order, award or decision of an Arbitration Panel;

"Arbitration Panel" means the Dispute Resolution Board, a single member of the Dispute Resolution Board acting as arbitrator or three Members of the Dispute Resolution Board acting as arbitrators as may be determined under section 21.6.9;

"Archaeological Activity" means physical activity carried out in the Labrador Inuit Settlement Area in connection with the discovery, recovery or field study of the remains of prehistoric and historic periods and includes "archaeological investigation" as defined in the *Historic Resources Act*. R.S.N 1990, c. H-4 or an activity that disturbs or may result in the disturbance of an Archaeological Site or Archaeological Material;

"Archaeological Material" means an object of archaeological or ethnological importance, interest or significance found in whole or in part on or in land in the Labrador Inuit Settlement Area and includes "archaeological object" as defined in the *Historic Resources Act*, R.S.N. 1990, c. H-4 but does not include Inuit Cultural Material;

"Archaeological Site" means land in the Labrador Inuit Settlement Area containing Archaeological Material or where Archaeological Activity is conducted;

"Aullâsimavet" means settlements, camps or places other than communities, occupied by Inuit families or groups of Inuit in the Labrador Inuit Settlement Area on a seasonal, semi-permanent or permanent basis for hunting, fishing, trapping or gathering and for the use and enjoyment of the lands, waters and ocean of the Labrador Inuit Settlement Area, but does not include transient hunting camps or sites randomly occupied for a few days or weeks at a time;

"Beneficiary" means an individual enrolled on the Register;

"Bylaw" includes a Law made by an Inuit Community Government under section 17.9.31, 17.9.32 or 20.2.3;

"Canada" means Her Majesty the Queen in Right of Canada;

"Carving Stone" means soapstone and serpentinite that is suitable for carving purposes;

"Commercial Wildlife Operation" means an undertaking in the Labrador Inuit Settlement Area that:

(a) uses Wildlife for commercial purposes and includes a facility catering to Recreational Hunting or the non-consumptive use of Wildlife; or

(b) is a Sports Fish Camp;

"Community Enrolment Committee" means a committee established under section 22.3.1;

"Community Lands" means lands within the boundaries of an Inuit Community that are owned by the Inuit Community Governments under a conveyance referred to in section 17.9.4;

"Conflict" means an actual conflict in operation;

"Construction" includes site preparation in respect of a Development including a Major Development;

"Consult" means to provide:

(a) to the Person being consulted, notice of a matter to be decided in sufficient form and detail to allow that Person to prepare its views on the matter;

(b) a reasonable period of time in which the Person being consulted may prepare its views on the matter, and an opportunity to present its views to the Person obliged to consult; and

(c) full and fair consideration by the Person obliged to consult of any views presented;

"Crown" means Canada or Newfoundland or both as the case may be;

"Customary Fishing Area" means a fishing area established under section 13.6.1 which is of customary or traditional importance to the Inuit;

"Designated Inuit Organization" means Labrador Inuit Association, the Inuit Central Government, or any organization that:

(a) is constituted, controlled by and answerable to the Inuit; and

(b) is designated by Labrador Inuit Association to enjoy a right or exercise a power, function or authority that may be assigned to and exercised by a Designated Inuit Organization under the Agreement;

"Developer" means a Person proposing or undertaking a Development including a Major Development;

"Development" means a commercial or industrial undertaking, including a power generation or water exploitation undertaking, but excludes:

(a) Exploration;

(b) map staking; and

(c) a National Park or National Park Reserve;

"Dispute" means a controversy, question, disagreement or claim respecting the interpretation, implementation or application of the Agreement;

"Dispute Resolution Board" means the board established under section 21.3.1;

"Domestic Interjurisdictional Agreement" means an agreement between Canada and one or more provinces or territories or between Newfoundland and one or more provinces or territories;

"Effective Date" means the first date on which federal and provincial ratification Legislation referred to in part 23.8 are both in effect;

"Environment" means the components of the earth and includes:

(a) land, water and air, including all layers of the atmosphere;

(b) all organic and inorganic matter and living organisms;

(c) the social, economic, recreational, cultural and aesthetic conditions and factors that influence the life of humans and communities; and

(d) any part or combination of the components referred to in paragraphs (a), (b) and (c) and the interrelationships between two or more of them;

"Environmental Assessment" means:

(a) an assessment of the Environmental Effects of a Project that is conducted in accordance with Inuit Laws made under part 11.3; or

(b) an assessment of the Environmental Effects of a Project or Undertaking that is conducted under the *Canadian Environmental Assessment Act* or the Newfoundland *Environmental Assessment Act*; or

(c) an assessment of the Environmental Effects of a Project or Undertaking that is conducted under two or more Laws referred to in paragraphs (a) and (b);

"Environmental Effect" means, in respect of a Project or Undertaking:

(a) any change that the Project or Undertaking may cause in the Environment, including any change on health and socio-economic conditions, on physical and cultural heritage, on the current use of lands and resources for traditional purposes by aboriginal individuals, or on any structure, site or thing that is of historical, archaeological, paleontological or architectural significance; and

(b) any change to the Project or Undertaking that may be caused by the Environment

whether the change occurs within or outside Canada;

"Ethnographic Material" means material from the Labrador Inuit Settlement Area, other than Archaeological Material, made, modified or used by humans, and collected and documented for the interpretation and descriptive study of human culture;

"Exploration" means prospecting, ground staking, surveying, drilling, trenching, sinking underground shafts or otherwise searching for or proving the existence, value or extent of Subsurface Resources, but does not include map staking;

"Fiscal Financing Agreement" means an agreement referred to in section 18.1.1;

"Fish" includes:

(a) parts of fish;

(b) shellfish, crustaceans, marine animals and any parts of shellfish, crustaceans or marine animals; and

(c) the eggs, sperm, spawn, larvae, spat and juvenile stages of fish, shellfish, crustaceans and marine animals;

"Fish Habitat" means spawning grounds and nursery, rearing, food supply and migration areas and any other areas on which Fish depend directly or indirectly in order to carry out their life processes;

"Furbearer" means beaver, fisher, fox, lynx, marten, mink, muskrat, otter, squirrel, weasel, wolf and wolverine;

"Gas" means natural gas and includes all substances other than Oil that are produced in association with natural gas;

"Geothermal Resource" means a subsurface or surface source of heat energy that results from subsurface geological processes, and includes steam, hot fluids or heated rock but does not include the normal background heat flow found in the subsurface;

"Government" means Canada, Newfoundland or the Inuit Government and "Governments" means any two or more of them;

"Habitat" means Wildlife and Plant habitat;

"Harvest" means the reduction of Wildlife, Plants, Fish or Aquatic Plants into possession, and includes fishing, hunting, trapping, netting, egging, picking, collecting, gathering, spearing, killing, catching, capturing or taking by any means or method or attempting to reduce Wildlife, Plants, Fish or Aquatic Plants into possession by any means or method and, with reference to Plants, includes wooding, cutting or digging or attempting to do so;

"Implementation Plan" means the plan referred to in section 24.2.1;

"International Agreement" means an agreement between Canada and one or more foreign states;

"Inuit" means:

(a) for purposes of sections 2.4.1, 2.5.1, 2.12.1, 2.13.1, 2.17.1, 4.2.2(a), 4.2.2(b), 13.6.1, 17.7.10, 17.7.13 and 17.7.28 and for purposes of references of a general historic nature, the aboriginal people, sometimes known as Eskimos, that has traditionally used and occupied and currently uses and occupies the lands, waters and sea ice of the Labrador Inuit Land Claims Area and includes Kablunangajuit as defined in chapter 22;

(b) for purposes of all provisions of the Agreement other than sections 2.4.1, 2.5.1, 2.12.1, 2.13.1, 2.17.1, 4.2.2(a), 4.2.2 (b), 13.6.1, 17.7.10, 17.7.13 and 17.7.28 and those containing references of a general historic nature:

(i) until the Register has first been published by the Inuit Central Government under section 22.7.1, all those individuals eligible to be enrolled under chapter 22; and

(ii) after the Register has first been published by the Inuit Central Government under section 22.7.1, Beneficiaries;

"Inuit Business" means:

(a) an Inuk;

(b) an Inuk sole proprietorship; or

(c) an entity that is:

(i) a corporation with more than 50% of the corporation's voting shares beneficially owned by Inuit;

(ii) a co-operative controlled by Inuit;

(iii) a partnership that is more than 50% controlled by Inuit or by an entity described in clauses (i) and (ii);

(iv) a not-for-profit organization controlled by Inuit; and

(v) a joint venture or consortium in which Inuit or an entity described in clauses (i), (ii), (iii) or (iv) have more than 50% ownership and control;

"Inuit Central Government" means the government established by the Labrador Inuit Constitution under section 17.3.3 and includes its political and administrative institutions;

"Inuit Community" means the community of Nain, Hopedale, Makkovik, Postville or Rigolet;

"Inuit Community Corporation" means a body established under subsection 17.3.4 (d);

"Inuit Community Government" means a government established by the Labrador Inuit Constitution under section 17.3.3(b) and includes its political and administrative institutions;

"Inuit Cultural Material" includes Ethnographic Material and any object from the Labrador Inuit Settlement Area, other than Archaeological Material, that is of cultural importance to Inuit or of value for the information it may give about contemporary, historic or prehistoric Inuit;

"Inuit Domestic Fishery" means the exercise by the Inuit of the rights referred to in part 13.3;

"Inuit Domestic Harvest" means the exercise by the Inuit of the rights referred to in part 12.3;

"Inuit Government" means the Inuit Central Government, Inuit Community Governments and Inuit Community Corporations;

"Inuit Impacts and Benefits Agreement" means an agreement referred to in section 6.7.1, 7.7.2 or 7.7.3;

"Inuit Law" means a Law of the Inuit Central Government and includes an Inuit customary law proclaimed, published and registered in accordance with part 17.5;

"Inuk" is the singular of Inuit;

"Labrador Inuit Association" means the body corporate duly organized and existing under that name under Laws of Newfoundland and includes its successors or assigns;

"Labrador Inuit Constitution" means the constitution established by the Inuit in conformity with part 17.3;

"Labrador Inuit Lands" means the lands referred to in section 3.4.1;

"Labrador Inuit Land Claims Area" means the area shown in schedule 1-A;

"Labrador Inuit Settlement Area" means the Labrador Inuit Settlement Area referred to in section 3.2.1 and includes Labrador Inuit Lands, the Inuit Communities and the Zone unless otherwise provided;

"Land Use Plan" means a regional land use plan approved under part 10.6 and includes related regulations, amendments to the plan or the regulations and a substitute plan, if any;

"Law" includes federal, Newfoundland and Inuit Central Government Legislation, the common law and equity;

"Law of General Application" means federal and provincial Law other than Legislation that is applicable only to:

(a) Inuit;

(b) Labrador Inuit Lands, Water on Labrador Inuit Lands or resources in Labrador Inuit Lands; or

(c) the Inuit Government;

"Legal Proceeding" means any civil or criminal proceeding or inquiry in which evidence is or may be given, and includes an arbitration and a proceeding before a board, commission or tribunal;

"Legislation" includes statutes, regulations, ordinances and orders in council;

"Major Development" means a Development within the Labrador Inuit Settlement Area which involves during any five year period either more than 150 person years of employment or capital expenditures of more than $40.0 million in constant 1998 dollars;

"Marine Protected Area" means a marine protected area established under the *Oceans Act* but does not include a National Marine Park;

"Migratory Bird" means a migratory bird as defined in the *Migratory Birds Convention Act, 1994*;

"Mineral" means any naturally occurring inorganic substance including gems, precious and base metals, coal and minerals contained in mine tailings, but does not include water, Quarry Materials, stratified deposits other than coal from which Oil can be extracted, or Petroleum;

"Minister" means, in relation to any matter, the responsible Minister of Canada or of Newfoundland having jurisdiction over the particular matter;

"Mitigate" means to reduce, eliminate or control the adverse Environmental Effects of a Project or Undertaking, and includes restitution for any damage to the Environment caused by those effects through replacement, restoration, compensation or any other means;

"National Marine Park" means an area, other than a Marine Protected Area, established in accordance with federal Legislation for the purpose of protecting and conserving representative marine areas, and for the benefit, education and enjoyment of the people of Canada and the world;

"National Marine Park Reserve" means an area other than a Marine Protected Area set aside as a reserve for a National Marine Park under federal Legislation;

"National Park" means an area that has been designated as a National Park under the *National Parks Act* and includes a National Marine Park;

"National Park Reserve" means an area that has been set aside as a reserve for a National Park under the *National Parks Act* and includes a National Marine Park Reserve;

"Newfoundland" means Her Majesty the Queen in Right of Newfoundland;

"Non-Beneficiary" means a Person other than an Inuk, the Inuit Central Government, a Designated Inuit Organization or an Inuit Business;

"Oil" means:

(a) crude oil regardless of gravity produced at a well-head in liquid form; and

(b) any other hydrocarbons except coal and gas and, without limiting the generality of the foregoing, hydrocarbons that may be extracted or recovered from deposits of oil sand, bitumen, bituminous sand, oil shale or from other types of deposits in, upon or beneath the soil of the earth including on the sea bed or the subsoil of the sea bed;

"Park Impacts and Benefits Agreement" means an agreement with respect to a National Park or National Park Reserve under subsection 9.2.3(b) or section 9.3.2;

"Parties" means Canada, Newfoundland and the Inuit as represented by Labrador Inuit Association;

"Person" includes an individual, a partnership, a corporation, a trust, an unincorporated association, government or any agency or political subdivision of government, or other entity and their respective heirs, executors, administrators and other legal representatives;

"Petroleum" means Oil or Gas;

"Petroleum Development" means the development of a Petroleum discovery and includes the drilling of wells and the installation of equipment and facilities for the primary purpose of extracting Petroleum from the subsurface for commercial production;

"Petroleum Exploration" means activities involved in the Exploration for Petroleum and includes:

(a) geophysical, geological and geotechnical surveys and related activities carried out for the primary purpose of identifying drilling locations and drilling hazards;

(b) the drilling of wells for the primary purpose of discovering the presence of petroleum within a defined geological feature; and

(c) the drilling of wells for the primary purpose of delineating the horizontal and vertical extent of a Petroleum discovery, for the purpose of determining the potential for commercial production of Petroleum from the discovery;

"Plant" means all indigenous plant life, other than Aquatic Plants, in the Labrador Inuit Settlement area, including trees, and all parts and products thereof, and includes indigenous plant life that has been planted by humans;

"Project" means any undertaking, project, work or activity proposed to be located or carried out in the Labrador Inuit Settlement Area that requires an Environmental Assessment;

"Protected Area" means any area of land, Water or ocean of particular significance or that requires special protection, other than a National Park, National Park Reserve or Marine Protected Area, and includes, without limitation, wilderness and ecological reserves, national Wildlife areas, conservation areas, provincial parks, bird and Wildlife sanctuaries, national historic sites, historic sites or places, marine Wildlife areas and provincial marine protected areas;

"Quarry Material" means a substance used in its natural form for construction or agricultural purposes and includes:

(a) clay, sand, gravel, stone, topsoil, soil, marl, peat and peat moss; and

(b) a mineral, rock or stone capable of being cut or polished for use as an ornament, personal adornment or decoration;

"Ratification Committee" means the committee established under part 23.4;

"Recreational Fishing" includes sport fishing;

"Recreational Hunting" includes sport hunting;

"Register" means the register referred to in section 22.6.1;

"Revenue" means:

(a) any Tax that is received by Newfoundland under the *Mining and Mineral Rights Tax Act*, the *Petroleum and Natural Gas Act*, the *Quarry Materials Act* or the *Mineral Act;*

(b) any Tax that is received by Newfoundland under any Newfoundland Legislation to replace or amend the *Mining and Mineral Rights Tax Act*, the *Petroleum and Natural Gas Act*, the *Quarry Materials Act* or the *Mineral Act* or to levy a new or additional Tax in respect of Subsurface Resources in the province;

(c) any amount that is received by Newfoundland under a Tax collection, Tax rental, revenue sharing or other similar arrangement with Canada or any other jurisdiction in respect of a Tax in respect of Subsurface Resources in the province; and

(d) any interest or penalty that is received by Newfoundland in respect of a Tax or an amount referred to in paragraph (a), (b) or (c);

"Specified Material" means stone including stone suitable for dimension stone, Labradorite, chert, sand, gravel, clay, topsoil, soil, shale, marl, peat and peat moss when these substances are used for construction or agricultural purposes only;

"Specified Material Lands" means Labrador Inuit Lands referred to in section 3.3.3;

"Sports Fish Camp" means a site, facility, camp or building, constructed, used or operated for purposes of Recreational Fishing with a view to income or gain to the owner or operator;

"Subsurface Interest" means a lease, licence or permit in relation to a Subsurface Resource;

"Subsurface Resource" means Minerals, Petroleum and Quarry Materials but excludes:

(a) Carving Stone and Geothermal Resources in Labrador Inuit Lands; and

(b) Specified Materials in Specified Material Lands;

"Surface Interest" means a lease, license or permit with respect to land or a surface resource;

"Tax" means:

(a) a tax, royalty, rent, fee, excluding a fee levied for administrative purposes, or payment in the nature of a royalty in respect of a Subsurface Resource; and

(b) any other amount that is payable for a right to explore for or exploit a Subsurface Resource or a right of entry or user relating to a right to explore for or exploit a Subsurface Resource;

"Tidal Waters" means any part of the sea and any part of a river within the ebb and flow of the sea at ordinary spring tides;

"Torngat Joint Fisheries Board" means the board established under section 13.9.1;

"Torngat Wildlife and Plants Co-management Board" means the board established under section 12.8.1;

"Undertaking" means any undertaking, project, work or activity proposed to be located or carried out outside the Labrador Inuit Settlement Area that requires an Environmental Assessment under the *Canadian Environmental Assessment Act* or the Newfoundland *Environmental Assessment Act*;

"Waste" includes residential, municipal, commercial or industrial waterborne or solid wastes, which would, if left untreated, cause pollution, but does not include artificial drainage of storm water and natural run-off, or storm water collected from natural run-off;

"Water" means water flowing in a natural channel and water in a lake or other body of inland waters on the surface or underground and includes ice and all inland ground waters but does not include Tidal Waters;

"Water Lot" means an area of Labrador Inuit Lands extending seaward from the foreshore and includes the land covered by the Tidal Water column;

"Waters Adjacent to the Zone" means those Canadian fisheries waters within the portions of Northwest Atlantic Fisheries Organization Divisions 2G, 2H and 2J adjoining and lying due eastward of the Zone;

"Water Use" or "Use of Water" means all uses of Water, including diversion, exportation, storage and sale of Water and the discharge or dumping of Waste into Water, but, for greater certainty, does not include Harvesting activities or navigation;

"Wildlife" means all species and populations of wild mammals, amphibians and birds and all parts and products thereof, but does not include Fish; and

"Zone" means the Tidal Waters of the Labrador Inuit Settlement Area.

Schedule 1-A: Labrador Inuit Land Claims Area

Table of Contents Chapter 2

Chapter 2: General Provisions

Part 2.1 Status of Agreement-in-Principle

2.1.1 This Agreement-in-Principle does not create legal obligations binding on the Parties.

2.1.2 This Agreement-in-Principle shall form the basis for concluding the Agreement.

Part 2.2 Status of Agreement

2.2.1 The Agreement is a treaty and a land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

Part 2.3 Coming into Effect

2.3.1 The Agreement comes into effect upon its ratification by all Parties as set out in chapter 23.

Part 2.4 Identity as Aboriginal People

2.4.1 Nothing in the Agreement shall be construed so as to deny that:

(a) Inuit are an aboriginal people of Canada; or

(b) Inuit are "Indians" within the meaning of section 91(24) of the *Constitution Act, 1867*.

Part 2.5 Inuit Culture and Language

2.5.1 Inuit have the right to practice Inuit culture and to use Inuktitut in a manner consistent with the Agreement.

Part 2.6 Constitutional Division of Powers

2.6.1 The Agreement does not affect the constitutional distribution of powers between Canada and Newfoundland.

Part 2.7 Right to Benefit from Programs

2.7.1 Nothing in the Agreement affects the ability of Inuit to participate in or benefit from provincial or federal programs of general application or federal programs for aboriginal people. Participation in or benefits from those programs shall be determined by general criteria for those programs established from time to time.

Part 2.8 Right to Benefit from Existing or Future Constitutional Rights

2.8.1 Subject to certainty provisions referred to in part 2.12, nothing in the Agreement affects the ability of Inuit to participate in or benefit from any existing or future constitutional rights for aboriginal people which may be applicable to them.

Part 2.9 Rights as Citizens of Canada

2.9.1 Nothing in the Agreement affects the rights of Inuit as Canadian citizens.

Part 2.10 Status of Lands

2.10.1 Labrador Inuit Lands are not "Lands reserved for the Indians" within the meaning of section 91(24) of the *Constitution Act, 1867.*

Part 2.11 Other Aboriginal Peoples

2.11.1 Nothing in the Agreement shall be construed to affect, recognize or provide any rights under section 35 of the *Constitution Act, 1982* for any aboriginal peoples other than the Inuit.

Part 2.12 Certainty

2.12.1 The Agreement will provide for certainty with respect to Inuit rights under section 35 of the *Constitution Act, 1982.*

2.12.2 Prior to the Agreement the Parties will:

(a) negotiate the precise legal technique to achieve certainty; and

(b) negotiate finality.

Part 2.13 Indemnity

2.13.1 The Inuit and the Designated Inuit Organization, indemnify and save harmless Canada and Newfoundland from any suit, action, claim, demand, proceeding, damage, cost, loss, liability and entitlement whether known or unknown, that is initiated, made or incurred after the Effective Date, against Canada or Newfoundland which any individual who is entitled to be enrolled as a Beneficiary, including any heir, successor or assign of that individual, ever had, now has, or may hereafter have, against Canada or Newfoundland as the case may be, that relates to or arises from aboriginal rights referred to in part 2.12.

2.13.2 The costs referred to in section 2.13.1 do not include fees and disbursements of lawyers and other professional advisors.

2.13.3 Canada or Newfoundland, as the case may be, shall vigorously defend any suit, action, claim, demand or proceeding referred to in section 2.13.1 and shall not compromise or settle any suit, action, claim, demand or proceeding without the consent of the Designated Inuit Organization.

2.13.4 For greater certainty, the right of a Party to be indemnified under section 2.13.1 does not extend to any suit, action, claim, demand, proceeding, damage, cost, loss, liability or entitlement that relates to or arises from its failure to carry out its obligations under the Agreement.

2.13.5 Canada indemnifies and saves harmless the Inuit, Inuit Central Government, and Labrador Inuit Association from any suit, action, claim, demand, proceeding, damage, cost, loss, liability and entitlement whether known or unknown that is initiated, made or incurred after the Effective Date against Inuit, the Inuit Central Government or Labrador Inuit Association by any Person other than an Inuk, the Inuit Central Government or Labrador Inuit Association that arises from Inuit Harvesting rights under chapter 12, for Migratory Birds, and under chapter 13, for Fish and Aquatic Plants where that suit, action, claim, demand, proceeding, damage, cost, loss, liability or entitlement relates to the effect of those Inuit rights on any Harvesting rights of the Person initiating, making or incurring the suit, action, claim, demand, proceeding, damage, cost, loss, liability or entitlement.

2.13.6 The Inuit, Inuit Central Government and Labrador Inuit Association shall vigorously defend any suit, action, claim, demand or proceeding referred to in section 2.13.5 and shall not compromise or settle any suit, action, claim, demand or proceeding without the consent of Canada.

Part 2.14 Invalidity

2.14.1 If a court of competent jurisdiction finds any provision of the Agreement to be invalid, the Parties shall make best efforts to amend the Agreement or agree on other measures to remedy the invalidity or replace the invalid provision.

2.14.2 Except for an action brought under part 2.13, no Party shall have a claim or cause of action based on a finding that any provision of the Agreement is invalid.

2.14.3 No Party shall challenge, or support a challenge, to the validity of any provision of the Agreement.

Part 2.15 Suits on Behalf of Inuit

2.15.1 Where a Beneficiary has a right of action that relates to or arises from the Agreement, the Designated Inuit Organization may initiate and carry on an action on behalf of that Beneficiary.

Part 2.16 Application of Laws

2.16.1 Subject to the provisions of this part, federal and provincial Laws apply to Inuit, the Inuit Government, Labrador Inuit Lands and Community Lands.

2.16.2 If there is any inconsistency or conflict between federal or provincial Law and the Agreement, the Agreement prevails to the extent of the inconsistency or conflict.

2.16.3 If there is any inconsistency or conflict between the ratification Legislation referred to in part 23.8 and any other Law, the ratification Legislation prevails to the extent of the inconsistency or conflict.

2.16.4 Subject to section 2.16.3, if there is any inconsistency or conflict between a federal Law made for purposes of implementing the Agreement and any other Legislation, the federal Law made for purposes of implementing the Agreement prevails to the extent of the inconsistency or conflict.

2.16.5 Subject to section 2.16.3, if there is any inconsistency or conflict between a provincial Law made for purposes of implementing the Agreement and any other Legislation, the provincial Law made for purposes of implementing the Agreement prevails to the extent of the inconsistency or conflict.

2.16.6 If there is any inconsistency or conflict between an Inuit Law or a Bylaw of an Inuit Community Government and the Agreement, the Agreement prevails to the extent of the inconsistency or conflict.

Part 2.17 Amending the Agreement

2.17.1 Unless otherwise provided in the Agreement, an amendment to the Agreement shall require the consent of the Parties and:

(a) Canada will give its consent by an order of the Governor in Council;

(b) Newfoundland will give its consent by an order of the Lieutenant Governor in Council; and

(c) the Inuit will give their consent by a resolution of the Designated Inuit Organization.

Part 2.18 Interpretation

2.18.1 There shall be an Inuktitut, an English and a French version of the Agreement. The English and French versions shall be the authoritative versions.

2.18.2 The preamble and schedules to the Agreement form part of the Agreement.

2.18.3 The preamble, the several chapters and the schedules of the Agreement shall be read together and interpreted as one agreement.

2.18.4 The Agreement is the entire agreement and there is no representation, warranty, collateral agreement or condition affecting the Agreement unless otherwise provided in the Agreement.

2.18.5 The Agreement shall be construed according to the Newfoundland *Interpretation Act,* with any modifications which the circumstances require.

2.18.6 Except where a specific date is indicated, citation of Legislation refers to Legislation as amended from time to time and includes replacement or successor Legislation.

2.18.7 Notwithstanding section 2.18.6, references to the *Constitution Act, 1867, Constitution Act, 1982* and *Migratory Birds Convention Act, 1994,* include any later amendments.

2.18.8 All headings are for convenience of reference only and form no part of the Agreement.

2.18.9 Words that begin with a capital letter or phrases in which each word begins with a capital letter have the meaning specified in the Agreement.

2.18.10 Where a word is defined in the Agreement, other parts of speech, and tenses, of the same word that begin with a capital letter have a corresponding meaning.

Part 2.19 Charter of Rights and Freedoms

2.19.1 The Agreement will provide that the *Canadian Charter of Rights and Freedoms* will apply to the Inuit Government.

2.19.2 Prior to the Agreement the Parties will negotiate the provisions referred to in section 2.19.1

Part 2.20 Disclosure of Information

2.20.1 Notwithstanding any other provision of the Agreement, neither Canada nor Newfoundland shall be required to disclose any information that it is required or entitled to withhold under any Law, excluding a Law of the Inuit Government, relating to access to or privacy of information but if either Canada or Newfoundland has a discretion to disclose any information, it shall take the Agreement into account in exercising that discretion.

Part 2.21 Communications

2.21.1 Communications from the Inuit Government:

(a) to Canada, shall be in one of Canada's official languages; and

(b) to Newfoundland, shall be in English.

2.21.2 Communications from Canada or Newfoundland to the Inuit Government shall be in English or at the sole discretion of Canada or Newfoundland, as the case may be, in Inuktitut.

2.21.3 For greater certainty, nothing in section 2.21.2 abrogates or derogates from any right, privilege or obligation with respect to the official languages of Canada which the Inuit Government may have under the Constitution of Canada.

Part 2.22 Warranty of Representation

2.22.1 The Labrador Inuit Association represents and warrants to Canada and Newfoundland that it represents those individuals eligible to be Beneficiaries.

Part 2.23 Conflict of Laws

2.23.1 Notwithstanding any other provision of the Agreement, if there is a Conflict between a Law of General Application and a valid Inuit Law or a valid Bylaw of an Inuit Community Government which has an incidental impact on:

(a) a subject matter in respect of which the Inuit Government does not have jurisdiction; or

(b) a subject matter in respect of which an Inuit Law or Bylaw of an Inuit Community Government does not have paramountcy over federal or provincial Law,

the Inuit Law or Bylaw of the Inuit Community Government is valid but the Law of General Application prevails to the extent of the Conflict.

2.23.2 Notwithstanding any other provision of the Agreement, if there is a Conflict between an Inuit Law or a Bylaw of an Inuit Community Government and:

(a) a federal Law in relation to the peace, order and good government of Canada; or

(b) a federal Law that relates specifically to the criminal law or criminal procedure, the recognition and protection of human rights of all Canadians, or the protection of health and safety of all Canadians,

the federal Law prevails to the extent of the Conflict.

2.23.3 When considering an apparent Conflict between an Inuit Law or a Bylaw of an Inuit Community Government and a federal or provincial Law, a court shall prefer any reasonable interpretation of the Laws that avoids a Conflict over any alternative interpretation that results in a Conflict.

2.23.4 Wherever a provision of the Agreement establishes a rule with respect to a Conflict of Laws, that rule applies to any Law or Bylaw made by a delegate.

Part 2.24 Negotiations under the Agreement

2.24.1 Where the Agreement requires a Person to negotiate a matter, that Person shall negotiate in good faith.

Table of Contents Chapter 3

Chapter 3: Land and Non-Renewable Resources

Part 3.1 Definitions

3.1.1 In this chapter:

"Applicant" means a Person who has submitted a Work Plan to the Inuit Central Government and Newfoundland under subsection 3.10.13(b);

"Expropriate" or "Expropriation" means the compulsory taking of land or any interest in land in accordance with federal or provincial Legislation;

"Expropriation Authority" means an authority authorized by a Law of General Application to expropriate land or an interest in land;

"Nuclear Substance" means uranium, thorium, plutonium, neptunium, deuterium, their respective derivatives and compounds, and any other substances that the Atomic Energy Control Board or the Canadian Nuclear Safety Commission may by regulation designate as being capable of releasing atomic energy or as being requisite for the production, use or application of atomic energy under the *Atomic Energy Control Act*, or the *Nuclear Safety and Control Act;*

"Standards" means the standards that are established by agreement between the Inuit Central Government and Newfoundland in accordance with section 3.10.6 or established by an Arbitration Panel under section 3.10.9;

"Work Plan" means a plan referred to in section 3.10.16 that must be submitted to the Inuit Central Government and Newfoundland under subsection 3.10.13(b);

Part 3.2 Labrador Inuit Settlement Area

3.2.1 The Labrador Inuit Settlement Area will be identified and selected in the manner referred to in chapter 4 and will be shown on the map to be attached to this Agreement-in-Principle as schedule 3-A.

Disposition of Crown Land in the Labrador Inuit Settlement Area

3.2.2 Newfoundland shall provide to the Inuit Central Government on an ongoing basis information respecting the alienation or other disposition of provincial Crown land in the Labrador Inuit Settlement Area.

3.2.3 Canada shall provide to the Inuit Central Government on an ongoing basis information respecting the alienation or other disposition of federal Crown land in the Labrador Inuit Settlement Area.

Part 3.3 Labrador Inuit Lands

3.3.1 Labrador Inuit Lands will be identified and selected in the manner referred to in chapter 4.

3.3.2 Labrador Inuit Lands will be areas within the Labrador Inuit Settlement Area comprising 6,100 square miles, more or less, and will be described and shown in schedule 3-B.

Specified Material Lands

3.3.3 Labrador Inuit Lands will include 1,525 square miles, more or less, of lands in areas to be shown on the maps to be attached as schedule 3-C to this Agreement-in-Principle in which the Inuit estate referred to in section 3.4.1 includes Specified Materials.

3.3.4 Newfoundland shall guarantee the title of the Inuit in Labrador Inuit Lands.

Part 3.4 Vesting and General Attributes of Inuit Title

3.4.1 The Inuit own in fee simple 6,100 square miles, more or less, of land to be identified in schedule 3-B, excluding Subsurface Resources but including ownership of an undivided 25% joint interest with Newfoundland in Subsurface Resources in Labrador Inuit Lands which entitles the Inuit to the rights set out in the Agreement including the right to receive Revenue in accordance with part 7.3.

3.4.2 For purposes of sections 3.4.1 and 3.4.8 "fee simple" is the equivalent of title in fee simple absolute, being the largest estate known in Law, without any proviso, restriction, exception or reservation under any Law, except as set out in the Agreement.

3.4.3 The estate of the Inuit referred to in section 3.4.1 extends to:

(a) the sea bed in Water Lots to be identified in schedule 3-D, but does not include ownership of the Tidal Water column; and

(b) lands covered by Water that are within Labrador Inuit Lands, but does not include ownership of the Water column.

3.4.4 Unless otherwise expressly provided in descriptions of Labrador Inuit Lands identified in schedule 3-B, the estate of the Inuit referred to in section 3.4.1 includes lands covered by Water to the middle of any Water course or body of Water that is expressed to be a boundary of Labrador Inuit Lands.

3.4.5 The estate of the Inuit referred to in section 3.4.1:

(a) is under the administration, control and management of the Inuit Central Government; and

(b) may be disposed of by the Inuit Central Government, subject to section 3.4.6 and the Labrador Inuit Constitution.

3.4.6 The entire estate of the Inuit in Labrador Inuit Lands shall not be disposed of to any Person other than Canada or Newfoundland.

3.4.7 If the Inuit Central Government disposes of the entire Inuit estate in a parcel of Labrador Inuit Lands to Canada or Newfoundland, that parcel of land ceases to be Labrador Inuit Lands for all purposes.

3.4.8 For greater certainty, section 3.4.6 shall not be construed as preventing the grant of an interest or estate less than fee simple title in or to Labrador Inuit Lands.

Prescription

3.4.9 No Person may acquire by prescription, the doctrine of lost modern grant, adverse possession or limitation of action, or by operation of Legislation with respect to prescription, adverse possession or limitation of action, any estate or interest in Labrador Inuit Lands.

Seizure of Labrador Inuit Lands

3.4.10 The interest of the Inuit Central Government in Labrador Inuit Lands is not subject to attachment, charge (except for liens by Canada or Newfoundland), seizure, distress, execution or sale, except where the interest has been disposed of under an Inuit Law.

3.4.11 The following provincial Laws do not apply to Labrador Inuit Lands:

(a) parts I, II and IV of the *Lands Act;*

(b) parts I, III and IV of the *Crown Lands Act;*

(c) the *Undeveloped Minerals Act;*

(d) section 34 of the *Mineral Act;* and

(e) section 23 of the *Petroleum and Natural Gas Act.*

3.4.12 No mineral holding impost shall be applied by the Province to the interests held by the Inuit Central Government in Labrador Inuit Lands under section 3.4.1.

3.4.13 The *Mineral Act* and the *Quarry Materials Act* do not apply to Specified Materials in Specified Material Lands.

Part 3.5 Boundaries, Surveys and Descriptions

3.5.1 If, after the Effective Date, surveys of Labrador Inuit Lands are required by the Parties to describe the location of boundaries of Labrador Inuit Lands, the required surveys, including any associated maps or descriptions of Labrador Inuit Lands, shall be of no legal effect until approved by the Parties by amendment to the Agreement.

3.5.2 If there is a Dispute concerning the location of the boundaries of Labrador Inuit Lands, the boundaries, or part of the boundaries, of Labrador Inuit Lands shall be surveyed if at least two of the Parties agree that a survey is required and, subject to section 3.5.6, the costs of the survey shall be paid by those Parties. The survey shall be of no legal effect until approved by the Parties by amendment to the Agreement.

3.5.3 Nothing in section 3.5.1, 3.5.2 or 3.5.6 prevents a Party from surveying Labrador Inuit Lands at its own discretion and at its own cost. The results of the surveys, including any associated maps or other descriptions of Labrador Inuit Lands, shall be of no legal effect until approved by the Parties by amendment to the Agreement.

3.5.4 If a third party holds a Surface Interest or freehold title in land bounded by Labrador Inuit Lands and there is a Dispute concerning the boundary or area of the third party's land, Newfoundland shall ensure the land is surveyed in accordance with provincial Laws and the terms and conditions of the third party surface interest.

3.5.5 If there is a Dispute among the Parties respecting the costs, necessity or accuracy of a survey under this part or the location of boundaries of Labrador Inuit Lands, the Dispute shall be resolved under chapter 21.

3.5.6 The Inuit shall incur no financial obligations for surveys of Labrador Inuit Lands under sections 3.5.1, 3.5.2 and 3.5.4.

3.5.7 Neither Newfoundland nor Canada is responsible for the costs of surveys associated with the sale, conveyance, transfer, mortgage or disposal of Labrador Inuit Lands by the Inuit Central Government or pursuant to an Inuit Law made under section 3.8.1.

3.5.8 Except with respect to Water Lots identified in schedule 3-D, unless otherwise provided in descriptions of Labrador Inuit Lands identified in schedule 3-B, Labrador Inuit Lands which are described as bounded by Tidal Waters extend to the ordinary high water mark.

3.5.9 Subject to section 3.5.6, surveys which are required under this part, other than those referred to in section 3.5.4 which are the responsibility of a third party, shall be contracted by the Inuit Central Government, on condition that:

(a) the Inuit Central Government shall establish a competitive bidding process for the awarding of those contracts; and

(b) any surveys shall be carried out according to recognized provincial surveying standards.

Part 3.6 Carving Stone

3.6.1 No Person other than the holder of a Carving Stone permit issued by the Inuit Central Government may extract, use or dispose of Carving Stone from Labrador Inuit Lands.

3.6.2 The holder of a Carving Stone permit issued by the Inuit Central Government may not extract, use or dispose of Carving Stone extracted under the permit for any purpose other than carving.

3.6.3 The holder of a Subsurface Interest in Labrador Inuit Lands, whether that interest was acquired before or after the Effective Date, holds the Subsurface Interest subject to the rights of the Inuit in Carving Stone under section 3.4.1 and subject to this part.

3.6.4 If the Inuit Central Government intends to issue a Carving Stone permit in Labrador Inuit Lands in a place where another Person already holds a Subsurface Interest issued by Newfoundland, the Inuit Central Government shall Consult Newfoundland with a view to establishing terms and conditions for the Inuit Central Government Carving Stone permit that allow the extraction of Carving Stone to proceed while respecting the rights of the Subsurface Interest holder.

3.6.5 If there is a Dispute between the holder of a Carving Stone permit issued by the Inuit Central Government and the holder of a Subsurface Interest issued by

Newfoundland, the Dispute shall be resolved under chapter 21.

3.6.6 Subject to section 3.6.7, an Inuk has the right to extract up to 50 cubic metres per year of Carving Stone from Crown land in the Labrador Inuit Settlement Area, outside Labrador Inuit Lands, where the extraction of the Carving Stone does not interfere with the authorized use of land and resources by holders of Surface Interests and Subsurface Interests.

3.6.7 Where Inuit extract more than 50 cubic metres of Carving Stone from any one site under section 3.6.6 in a year, a quarry permit or lease must be obtained by the Inuit Central Government under provincial Legislation and the Inuit Central Government shall be required to pay applicable fees under the quarry permit or lease.

3.6.8 Subject to section 3.6.7, Inuit shall not be required to pay any fee, or Tax on Carving Stone to which Inuit have a right under section 3.6.6.

3.6.9 Sections 3.6.6 and 3.6.7 do not apply within a National Park or a National Park Reserve. Within a National Park or National Park Reserve, Inuit alone have the right to extract Carving Stone, subject to the terms and conditions of a Park Impacts and Benefits Agreement. Carving Stone may only be extracted for the carving purposes of the Inuit.

Part 3.7 Specified Materials

3.7.1 The Inuit Central Government may quarry or permit any Person to quarry a Specified Material in Specified Material Lands without payment to Newfoundland of any fee or Tax.

3.7.2 No Person may quarry a Specified Material in Specified Material Lands without a Specified Material permit issued by the Inuit Central Government.

3.7.3 Except as provided in sections 3.7.1 and 3.7.2, the Inuit Central Government and a Person permitted to quarry a Specified Material by the Inuit Central Government shall carry out all quarrying of Specified Material in Specified Material Lands in accordance with the Agreement.

3.7.4 A Person quarrying under a Specified Material permit referred to in section 3.7.1, including the Inuit Central Government, and a Person exercising a right pursuant to a Subsurface Interest issued by Newfoundland, shall exercise their respective rights so far as practicable in such a manner that their respective rights do not conflict.

3.7.5 If there is a Dispute between the Persons referred to in section 3.7.4 arising out of the exercise of their respective rights, the Dispute shall be resolved under chapter 21.

3.7.6 On a reference under section 3.7.5, an Arbitration Panel shall make an award specifying the terms and conditions of exercising either the right to the Specified Material or the Subsurface Resource, or both, so as to reduce the conflict as far as practicable and, to the extent that a conflict with the exercise of the right to a Specified Material cannot be avoided, the Arbitration Panel shall give priority to the rights of the holder of the Subsurface Interest subject to payment of compensation to the Inuit Central Government or the holder of the Specified Material permit issued by the Inuit Central Government.

3.7.7 Compensation awarded under section 3.7.6 shall be limited to:

(a) re-imbursement of any fees or costs associated with obtaining a Specified Material permit from the Inuit Central Government;

(b) exploration expenses incurred for the purpose of defining the Specified Material;

(c) the value of Specified Material that would be partially or completely destroyed or that would otherwise not be available to the Inuit Central Government or Person claiming under the Inuit Central Government as a result of the priority given to the rights of the holder of the Subsurface Interest;

(d) re-imbursement of additional costs or losses that are reasonably foreseeable as a direct consequence of the priority given to the rights of the holder of the Subsurface Interest; and

(e) in circumstances where compensation is awarded to the holder of a Specified Material permit under subsection 3.7.7(c), the difference between the charges, rent or royalties that would have been received by the Inuit Central Government from the holder of the Specified Material permit under an Inuit Law made under subsection 3.8.1(c) and Revenues received by the Inuit Central Government in respect of the Subsurface Resource under part 7.3, if the royalties which would have been paid to the Inuit Central Government in respect of the Specified Material exceed the amount of Revenue shared under part 7.3.

3.7.8 For purposes of subsection 3.7.7(c), the value of Specified Material is the market price of the Specified Material less all costs of exploration, production and marketing calculated using generally accepted accounting principles.

3.7.9 An Arbitration Decision under section 3.7.6, including an award of compensation, may be reviewed and varied by an Arbitration Panel upon application by a Person directly affected by the Arbitration Decision where there has been a material change since the decision was made.

3.7.10 Subject to an Arbitration Decision under sections 3.7.6 and 3.7.9, a Person exercising a right under a Subsurface Interest in Specified Material Lands may take, use, damage, or destroy any Specified Material incidental to the exercise of that right.

Part 3.8 Inuit Central Government Powers and Authorities in Relation to Labrador Inuit Lands

3.8.1 Subject to the Agreement, the Inuit Central Government may make laws in relation to the following matters:

(a) the administration, control and management of the Inuit estate in Labrador Inuit Lands referred to in sections 3.4.1, 3.4.2 and 3.4.3, and the sale, conveyance, transfer, mortgage and disposal of Labrador Inuit Lands;

(b) the granting of rights and interests, including the right to Explore, in relation to Carving Stone and Geothermal Resources in Labrador Inuit Lands and the establishment, levying, collection and administration of fees, charges, rents and royalties in relation to Carving Stone and Geothermal Resources;

(c) the granting of rights and interests, including the right to Explore in relation to Specified Materials in Specified Material Lands and the establishment, levying, collection and administration of fees, charges, rents, or royalties in relation to Specified Materials in Specified Material Lands to implement the rights and powers of the Inuit Central Government set out in parts 3.4 and 3.7;

(d) giving effect to the Standards;

(e) Aullâsimavet in Labrador Inuit Lands;

(f) subject to sections 3.9.6 and 3.10.11 and part 3.14, access to or use of Labrador Inuit Lands and the imposition of fees, charges, rents or royalties in respect of access to Labrador Inuit Lands and surface resources in Labrador Inuit Lands.

3.8.2 If there is a Conflict between an Inuit Law made under section 3.8.1 and a federal or provincial Law, the Inuit Law prevails to the extent of the Conflict.

3.8.3 Notwithstanding section 3.10.1, the Inuit Central Government and Newfoundland may enter into agreements for the administration of Subsurface Resources in Labrador Inuit Lands and Specified Materials in Specified Material Lands, but those agreements shall not be treaties or land claims agreements within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

Part 3.9 Existing Surface Interests in Labrador Inuit Lands

3.9.1 Surface Interests issued by Newfoundland within Labrador Inuit Lands in existence on the Effective Date shall continue in accordance with their terms and conditions.

3.9.2 Newfoundland shall assign its rights and obligations under Surface Interests referred to in section 3.9.1 to the Inuit Central Government.

Renewals or Extensions

3.9.3 For greater certainty, upon the expiration of a Surface Interest referred to in section 3.9.1, if the holder of the interest chooses not to renew or extend the interest, the interest vests fully in the Inuit as Labrador Inuit Lands.

3.9.4 If the holder of a Surface Interest referred to in section 3.9.1 chooses to renew or extend the interest prior to the expiration of the interest, the holder shall make application to the Inuit Central Government to renew or extend the interest.

3.9.5 The Inuit Central Government shall renew or extend a Surface Interest referred to in section 3.9.4 if the interest holder has satisfied the terms and conditions of the lease, licence or permit.

3.9.6 The Inuit Central Government may, at its discretion, impose additional terms and conditions upon the renewal or extension of a Surface Interest referred to in section 3.9.4, including the imposition of fees, charges, rents or royalties, but the additional terms or conditions shall be reasonable.

3.9.7 If there is a Dispute between a holder of a Surface Interest and the Inuit Central Government under this part, the Dispute shall be resolved under chapter 21.

Part 3.10 Subsurface Interests in Labrador Inuit Lands

General

3.10.1 Subject to the Agreement, administration of Subsurface Resources in the Labrador Inuit Settlement Area shall be by Newfoundland and, in accordance with its jurisdiction, by Canada.

3.10.2 For greater certainty the Inuit interest under subsection 3.4.2(b) applies to all Subsurface Resources in Labrador Inuit Lands, including those in respect of which Subsurface Interests were issued prior to the Effective Date.

3.10.3 The Inuit Central Government and Newfoundland may agree to exempt lands within Labrador Inuit Lands from the acquisition of Subsurface Interests.

3.10.4 Subsurface Interests in existence prior to the creation of exempt lands under section 3.10.3 shall continue unaffected and unimpaired by the exemption.

3.10.5 No Exploration is to be carried out in Labrador Inuit Lands and no quarrying of Subsurface Resources is to be carried out in Labrador Inuit Lands outside Specified Material Lands after the Effective Date other than in accordance with this part, except for:

> (a) Exploration which commenced prior to the Effective Date in accordance with an exploration plan approved under provincial Legislation; or
>
> (b) quarrying which commenced prior to the Effective Date in accordance with a quarry permit issued under provincial Legislation.

Standards for Exploration and Quarrying in Labrador Inuit Lands

3.10.6 The Inuit Central Government and Newfoundland shall negotiate standards for Exploration in Labrador Inuit Lands and quarrying in Labrador Inuit Lands outside Specified Material Lands within a year of the Effective Date or within some other period of time agreed between the two Parties.

3.10.7 The Standards shall be given the force of Law by Newfoundland and the Inuit Central Government, and may not be amended without the consent of the Inuit Central Government and Newfoundland.

3.10.8 Until the Standards become Law, Exploration in Labrador Inuit Lands and quarrying in Labrador Inuit Lands outside Specified Material Lands may proceed with the consent of the Inuit Central Government and the consent of Newfoundland or in accordance with any other arrangement agreed to between the Inuit Central Government and Newfoundland.

3.10.9 If the Inuit Central Government and Newfoundland do not agree on the Standards by the time referred to in section 3.10.6, either the Inuit Central Government or Newfoundland may request that the Dispute Resolution Board establish the standards referred to in section 3.10.6 by arbitration.

3.10.10 The Dispute Resolution Board acting on a request referred to in section 3.10.9 has the authority to establish the standards and shall include a member who has expertise in the matter or matters under Dispute.

3.10.11 The Inuit Central Government may from time to time establish a schedule of charges, fees or rentals for access to or rental of Labrador Inuit Lands for purposes of carrying out Exploration or quarrying in Labrador Inuit Lands outside Specified Material Lands. The schedule of charges, fees and rentals with respect to Exploration and quarrying shall be of uniform application for Exploration and quarrying activities of a similar size and nature and shall be published by the Inuit Central Government and be appended to the Standards.

Exploration and Quarrying in Labrador Inuit Lands

3.10.12 Exploration in Labrador Inuit Lands and quarrying in Labrador Inuit Lands outside Specified Material Lands shall be carried out in accordance with the requirements of the Agreement, Laws of General Application and an approved Work Plan.

3.10.13 Any Person planning to Explore in Labrador Inuit Lands or to quarry in Labrador Inuit Lands outside Specified Material Lands after the Effective Date must:

(a) obtain consent from the Inuit Central Government for access to Labrador Inuit Lands; and

(b) submit a Work Plan to the Inuit Central Government and Newfoundland.

3.10.14 Section 3.10.13 does not apply to a Person carrying on Exploration or quarrying in Labrador Inuit Lands under provincial Legislation prior to the Effective Date, but does apply to any application made after the Effective Date for an amendment, extension or renewal of the Exploration plan or quarry lease or permit under which the Exploration or quarrying is carried out and to any change in location of the Exploration or quarrying.

3.10.15 No activity to which section 3.10.13 or 3.10.14 applies may commence prior to the approval of the Work Plan by both the Inuit Central Government and Newfoundland.

3.10.16 A Work Plan shall describe how, where and when Exploration or quarrying is proposed to be carried out, what Exploration or quarrying activities are proposed, and any other matter required by the Standards.

3.10.17 The Inuit Central Government and Newfoundland shall have a period of up to 15 consecutive days from the date of receipt of a Work Plan to make a decision whether to approve or reject a Work Plan.

3.10.18 A Work Plan shall be effective only if approved by both the Inuit Central Government and Newfoundland.

3.10.19 A Work Plan may be rejected only if the Work Plan is inconsistent with or does not conform to the Standards or the conditions of access to Labrador Inuit Lands established by the Inuit Central Government under section 3.14.13. Reasons for a decision to reject a Work Plan shall be provided in writing to the Applicant.

3.10.20 If a Work Plan is rejected under section 3.10.19 by either the Inuit Central Government or Newfoundland, the Applicant may submit a revised Work Plan to the Inuit Central Government and Newfoundland.

3.10.21 Within 15 days of receiving a revised Work Plan, the Inuit Central Government and Newfoundland shall make a decision whether to approve or reject the revised Work Plan.

3.10.22 A revised Work Plan shall be effective only if approved by both the Inuit Central Government and Newfoundland and may be rejected only if it is inconsistent with or does not conform to the Standards or the conditions of access to Labrador Inuit Lands established by the Inuit Central Government under section 3.14.13. Written reasons for a decision to reject a revised Work Plan shall be given to the Applicant.

3.10.23 If a Work Plan is rejected under section 3.10.19 or a revised Work Plan is rejected under section 3.10.22 or if the Applicant has been denied access to Labrador Inuit Lands by the Inuit Central Government or there is a Dispute between the Applicant and the Inuit Central Government with respect to the Applicant's access to Labrador Inuit Lands, the Applicant may, within 30 days of the rejection, denial of access or the Dispute, refer the matter to arbitration under chapter 21.

3.10.24 In making a decision with respect to a denial of access to Labrador Inuit Lands or a Dispute with respect to the Applicant's access to Labrador Inuit Lands for the purposes of Exploration or quarrying, an Arbitration Panel shall consider:

(a) the market value of the land to be used, occupied or quarried by the Applicant;

(b) the loss of use of the land by the Inuit and the Inuit Central Government;

(c) the effect on Harvesting by Inuit;

(d) damage to and adverse effects on Labrador Inuit Lands including the lands to be used, occupied or quarried by the Applicant;

(e) nuisance and inconvenience to Inuit and the Inuit Central Government;

(f) the cultural attachment of Inuit to the land to be used, occupied or quarried by the Applicant;

(g) any peculiar or special value to Inuit of the land to be used, occupied or quarried by the Applicant;

(h) all reasonable and related costs incurred or to be incurred by the Inuit Central Government;

(i) the financial ability of the Applicant to pay the costs of cleaning up, restoring or rehabilitating the land to be used, occupied or quarried by the Applicant; and

(j) any other matter provided for under provincial Legislation with respect to compensation for entry on private land for purposes of Exploration or the quarrying of Subsurface Resources,

but shall not consider the reversionary value of the land or any fees, charges or rents referred to in section 3.10.11.

3.10.25 Notwithstanding subsection 3.14.28(b), but subject to section 3.10.11, a Person may erect or establish a temporary camp under an approved Work Plan if the camp has been approved by the Inuit Central Government as part of the Work Plan.

3.10.26 If a Person proposes any change or addition to the Exploration or quarrying activities approved under section 3.10.18, that Person shall provide written notice to the Inuit Central Government and Newfoundland of the proposed change or addition and the Inuit Central Government and Newfoundland shall determine whether a new Work Plan must be submitted and a new Work Plan shall be submitted under subsection 3.10.13(b) if either the Inuit Central Government or Newfoundland so determines.

3.10.27 An approved Work Plan may be amended by agreement of the Inuit Central Government and Newfoundland if there are significant changes in circumstances and may be cancelled by:

(a) the Inuit Central Government for non-compliance with the Agreement, an approved Work Plan or the conditions of access to Labrador Inuit Lands referred to in section 3.14.13; or

(b) by Newfoundland for non-compliance with section 3.10.12.

3.10.28 If an approved Work Plan is amended or cancelled under section 3.10.27, the Applicant may, within 30 days of the amendment or cancellation, refer the matter to arbitration under chapter 21.

3.10.29 The details of a Work Plan, including a rejected, varied, amended, cancelled or approved Work Plan, shall be treated as confidential by the Inuit Central Government and Newfoundland.

Limitation upon Inuit Access to Labrador Inuit Lands

3.10.30 If an Applicant proposes that Inuit access to an Exploration site or quarry should be restricted, the proposed restrictions may be granted only for reasons of safety and shall be set out in the Work Plan.

Information Sharing

3.10.31 Upon request, Newfoundland shall provide the Inuit Central Government information that it receives under provincial Legislation respecting Exploration, quarries, quarrying and Developments in the Labrador Inuit Settlement Area.

Part 3.11 Subsurface Resource Development in Labrador Inuit Lands

3.11.1 Subject to section 3.11.2, if the holder of a Subsurface Interest wishes to develop a Subsurface Resource in Labrador Inuit Lands that Person shall enter into an Inuit Impacts and Benefits Agreement with the Inuit Central Government under section 7.7.2 before the Development or Major Development is permitted or authorized to proceed.

3.11.2 A Person permitted to quarry a Quarry Material in Labrador Inuit Lands outside Specified Material Lands is not required to enter an Inuit Impacts and Benefits Agreement with the Inuit Central Government under section 7.7.2.

3.11.3 Newfoundland shall notify the Inuit Central Government of any request for the issuance of a Subsurface Interest for the purpose of developing a Subsurface Resource in Labrador Inuit Lands.

3.11.4 Newfoundland shall Consult the Inuit Central Government on conditions to be attached to any Subsurface Interest referred to in section 3.11.3.

3.11.5 Conditions may be attached to any Subsurface Interest referred to in section 3.11.3 if the conditions are:

(a) supported by the recommendations of an Environmental Assessment carried out in accordance with chapter 11;

(b) relate directly to applicable requirements of the Agreement;, or

(c) relate to applicable requirements in Subsurface Resource Legislation.

3.11.6 Newfoundland shall Consult the Inuit Central Government prior to approving, authorizing or permitting the abandonment, closing, decommissioning or reclamation of a Development or Major Development referred to in section 3.11.1 or a quarry referred to in section 3.11.2.

Part 3.12 Nuclear Substances

3.12.1 Nothing in the Agreement confers legislative jurisdiction on the Inuit Central Government in relation to Nuclear Substances, nuclear facilities or prescribed equipment or information in relation to Nuclear Substances or nuclear facilities.

3.12.2 Subject to section 3.12.1 and the other provisions of this part, the rights and responsibilities of the Inuit Central Government in relation to Subsurface Resources under this chapter apply to Minerals that may be used as a source of nuclear energy.

3.12.3 On a request in writing from the Inuit Central Government, the Canadian Nuclear Safety Commission shall inform the Inuit Central Government of:

(a) any application for and the issuance, renewal, replacement or amendment by the Canadian Nuclear Safety Commission of any license to possess, transfer, import, export, use or abandon a Nuclear Substance or nuclear facility in the Labrador Inuit Settlement Area;

(b) any application for and the issuance, renewal, replacement or amendment by the Canadian Nuclear Safety Commission of any license which is within its jurisdiction to issue in the Labrador Inuit Settlement Area;

(c) the terms and conditions to be attached to any license referred to in subsections (a) and (b); and

(d) existing documentation related to licenses referred to in subsections (a) through (c) as it addresses any environmental risks, risks to health and safety of Inuit and measures to protect the environment and the health and safety of Inuit associated with any Nuclear Substances or nuclear facilities in the Labrador Inuit Settlement Area.

3.12.4 Part 3.15 applies to the Expropriation of Labrador Inuit Lands or an interest of the Inuit Central Government in Subsurface Resources in Labrador Inuit Lands for purposes of the *Nuclear Energy Act*.

3.12.5 Canada shall be responsible for any costs of reducing or cleaning up any nuclear contamination in Labrador Inuit Lands for which decommissioning was approved prior to the Effective Date.

3.12.6 The Inuit Government is not responsible or liable for any costs of reducing or cleaning up any nuclear contamination in Labrador Inuit Lands where the contamination occurred prior to the Effective Date.

Part 3.13 Identification and Tenure of Aullâsimavet

3.13.1 Inuit may, subject to this part and the Agreement, continue to occupy Aullâsimavet to be identified in schedule 3-E.

3.13.2 Inuit may, subject to Inuit Laws made under section 3.8.1 and the Agreement, continue to occupy Aullâsimavet in Labrador Inuit Lands that are in existence on the Effective Date.

3.13.3 Inuit may, subject to this part and the Agreement, establish new Aullâsimavet in the Labrador Inuit Settlement Area outside Labrador Inuit Lands with the consent of the Inuit Central Government and Newfoundland.

3.13.4 An Aullâvik shall not be established on lands:

(a) held in fee simple by a third party;

(b) under the control or administration of Canada except with the consent of Canada;

(c) subject to a Surface Interest;

(d) within the boundaries of an Inuit Community;

(e) within a National Park, National Park Reserve or Protected Area, except in accordance with provisions governing the establishment or management of that National Park, National Park Reserve or Protected Area; or

(f) where establishment of an Aullâvik would be contrary to the Land Use Plan.

3.13.5 Subject to section 3.13.4 upon request of the potential occupiers of an Aullâvik, or the Inuit Central Government on their behalf, Newfoundland shall make available lands in the Labrador Inuit Settlement Area outside Labrador Inuit Lands that are adequate, suitable and reasonably necessary for the establishment of the Aullâvik.

3.13.6 Aullâsimavet in the Labrador Inuit Settlement Area outside Labrador Inuit Lands may be held by an Inuk or the Inuit Central Government under a lease from the Crown for an agreed term and subject to Laws of General Application, but:

(a) Inuit or the Inuit Central Government shall not be liable to pay any fee, charge, rent or tax for the purpose of the establishment or occupation of Aullâsimavet;

(b) Inuit or the Inuit Central Government shall not be required to survey or register a plan of survey of the lands occupied as Aullâsimavet unless the Minister specifically requires a survey on 12 months written notice and gives reason why the survey is necessary;

(c) renewal of a lease, upon request by the lessee shall not be unreasonably withheld; and

(d) the Inuit Central Government shall have the authority to sub-lease lands held for Aullâsimavet to Inuit for use as Aullâsimavet.

3.13.7 Nothing in this part prevents an Inuk from applying for a grant or lease of Crown lands or a license to occupy Crown lands in accordance with Laws of General Application.

Part 3.14 Access to Lands in the Labrador Inuit Settlement Area

General

3.14.1 Notwithstanding any other provision of this part Inuit have the right of access to Labrador Inuit Lands subject to Inuit Laws made under section 3.8.1.

3.14.2 Except as permitted under this Agreement, a Non-Beneficiary may not enter, cross or remain on Labrador Inuit Lands without the consent of the Inuit Central Government.

3.14.3 A Non-Beneficiary exercising access to Labrador Inuit Lands assumes all risks that may be encountered on Labrador Inuit Lands when exercising access.

3.14.4 The Inuit Central Government, together with its agents, employees, or servants, does not owe a duty of care towards a Person exercising access to Labrador Inuit Lands.

3.14.5 Remedies or penalties recognized by Law regarding trespass upon private property apply to Non-Beneficiaries exercising access to Labrador Inuit Lands in a manner or for a purpose not permitted under this part.

3.14.6 Nothing in section 3.14.5 derogates from the authority of the Inuit Central Government to make Laws under subsections 3.8.1(a) and 3.8.1(e).

3.14.7 Nothing in this chapter shall derogate from or interfere with the public right of navigation in navigable waters.

3.14.8 The Inuit Central Government is under no obligation to establish, maintain or repair or provide for the establishment, maintenance or repair of travel routes or camp sites referred to in this part.

Occasional Access to Labrador Inuit Lands by Non-Beneficiaries

3.14.9 The consent of the Inuit Central Government is not required and no fee, charge or rent may be imposed if access to Labrador Inuit Lands by a Non-Beneficiary is necessary for the following purposes:

(a) emergencies;

(b) crossing Labrador Inuit Lands to reach other lands for casual, non-commercial purposes, and Non-Beneficiaries exercising access under this subsection may make any necessary stops and shall use generally recognized or specifically designated travel routes and camp sites, whether year round or seasonal, but the Inuit Central Government may restrict access under this subsection for reasons of conservation and public safety;

(c) navigation, but the right of access to Labrador Inuit Lands by a Non-Beneficiary exercising access under this subsection is limited to a 100 foot strip of Labrador Inuit Lands bounding the ocean, navigable rivers and navigable lakes that can be entered from the ocean, navigable rivers and navigable lakes.

Private Access to Labrador Inuit Lands Related to Freehold, Surface and Subsurface Interests

3.14.10 If, on the Effective Date, a Non-Beneficiary has freehold title, a Surface Interest or a Subsurface Interest in lands that are in or surrounded by Labrador Inuit Lands, the title or interest includes the right to enter and cross Labrador Inuit Lands using the means and route of access that is in use by the title or interest holder on the Effective Date without consent of the Inuit Central Government and without payment of any fee, charge or rent to the Inuit Central Government. In the event of a Dispute respecting access to Labrador Inuit Lands under this section, the Non-Beneficiary or the Inuit Central Government may refer the Dispute to dispute resolution under chapter 21.

3.14.11 For greater certainty a Non-Beneficiary referred to in section 3.14.10 who wishes to obtain access across Labrador Inuit Lands by a means or route of access that did not exist or was not in use on the Effective Date shall first obtain the consent of the Inuit Central Government and shall be liable to pay any fee, charge or rent established by the Inuit Central Government for that access.

3.14.12 Section 3.14.27 does not apply to a Person exercising a right of access to Labrador Inuit Lands under section 3.14.10.

Access to Labrador Inuit Lands for Purposes of Exploration and Quarrying

3.14.13 With respect to Subsurface Interests arising in Labrador Inuit Lands after the Effective Date, the Inuit Central Government may establish conditions of access to Labrador Inuit Lands for purposes of Exploration and quarrying and the conditions of access shall be:

(a) established from time to time by the Inuit Central Government after Consultation with the Minister;

(b) published by the Inuit Central Government; and

(c) appended to the Standards.

3.14.14 The conditions of access to Labrador Inuit Lands referred to in section 3.14.13 shall be limited to conditions respecting:

(a) location of the access so as to cause least harm to the Inuit and Labrador Inuit Lands and so as to be suitable for the Exploration or quarrying;

(b) payment of fees, charges or rents referred to in section 3.10.11 to the Inuit Central Government for the access;

(c) Persons other than the Applicant who may use the access;

(d) the area of land and nature or scope of land use to be served by the access;

(e) damage, Mitigation and restoration; and

(f) the considerations referred to in section 3.10.24.

Access Across Labrador Inuit Lands to Reach Subsurface Interests

3.14.15 If the holder of a Subsurface Interest outside Labrador Inuit Lands, other than one referred to in section 3.14.10, requires access across Labrador Inuit Lands and any other means of access to the Subsurface Interest is impractical, that Person and that Person's contractors and suppliers shall be permitted access across Labrador Inuit Lands with the consent of the Inuit Central Government on any terms and conditions the Inuit Central Government may establish. If the Inuit Central Government refuses consent or the terms and conditions required by the Inuit Central Government are not acceptable to the Person seeking access, either party has a right to submit the Dispute to arbitration under chapter 21.

3.14.16 Access in accordance with section 3.14.15 shall not be awarded to a Person by an Arbitration Panel unless that Person establishes that:

(a) access to or across Labrador Inuit Lands is essential;

(b) access by any other means is physically or financially impractical;

(c) the proposed route will minimize harm, disturbance, disruption or damage to Labrador Inuit Lands and minimize interruption or interference with Inuit use, occupation or enjoyment of Labrador Inuit Lands; and

(d) the Person has attempted for a period of not less than 15 days to negotiate access in good faith.

Access to Labrador Inuit Lands for Governmental Purposes

3.14.17 Members of the judiciary, officers of the courts and peace officers, may enter, cross or remain on Labrador Inuit Lands for the purpose of carrying out their duties.

3.14.18 Members of Parliament or the House of Assembly or candidates for election to either of those bodies, together with their employees, agents and assistants, may enter, cross or remain on Labrador Inuit Lands for the purpose of campaigning in an election or in connection with their duties.

3.14.19 Canadian Forces personnel may enter, cross or remain on Labrador Inuit Lands to carry out activities related to national defence and security in accordance with the *National Defence Act*. Canada shall provide the Inuit Central Government with advance notice of any activities related to national defence and security within the Labrador Inuit Settlement Area, when it is reasonable to do so.

3.14.20 Notwithstanding section 3.14.19:

(a) the Department of National Defence and Canadian Forces personnel have no greater rights to conduct military manoeuvres on Labrador Inuit Lands than they have with respect to other privately owned lands under Laws of General Application; and

(b) access to Labrador Inuit Lands for purposes of manoeuvres other than manoeuvres under section 257 of the *National Defence Act*, shall occur only after the conclusion of an agreement with the Inuit Central Government respecting timing, notice to Persons in the area affected, compensation for damages and other matters relating to the manoeuvres.

3.14.21 Employees, contractors and agents of Newfoundland, Canada and Crown corporations, and Canadian Forces personnel may enter, cross and remain on Labrador Inuit Lands and, subject to the Agreement, use resources incidental to that access to deliver public programs and projects, manage, repair or maintain public works and services, carry out inspections under Laws of General Application, enforce Laws of General Application, respond to emergencies and to carry out terms of the Agreement.

3.14.22 Notwithstanding sections 3.14.17, 3.14.18, 3.14.19 and 3.14.21 if a Person referred to in those sections requires continuing use and occupancy of Labrador Inuit Lands for a purpose stated in those sections, that Person shall obtain a permit or other interest in the land from the Inuit Central Government and pay the applicable fee, charge or rent.

Access for Public Utilities

3.14.23 Employees, contractors and agents of Persons providing public utilities in the Labrador Inuit Settlement Area may temporarily enter or cross Labrador Inuit Lands to deliver and manage public utilities and provide for the repair and maintenance of public utilities, but nothing in this section creates or is intended to create a utility easement or right of way over Labrador Inuit Lands.

Exemptions from Payment for Access to Labrador Inuit Lands

3.14.24 Any Person exercising access under sections 3.14.17, 3.14.18, 3.14.19, 3.14.21 or 3.14.23 shall not be required to pay any fee, charge or rent for that access.

Limitations on Access to Labrador Inuit Lands

3.14.25 Except in the case of entry under 3.14.9(a), no Person acquires any right under this part to enter any area of Labrador Inuit Lands that is developed, occupied or being used by an Inuk or by a Person under authorization of the Inuit

Central Government. This section does not interfere with a right of entry or access to Labrador Inuit Lands which has otherwise been acquired under a Law in relation to entry or access to private property.

3.14.26 A Non-Beneficiary exercising access to Labrador Inuit Lands under this part shall not create or establish new routes of travel or permanent camp sites without the consent of the Inuit Central Government.

3.14.27 A Non-Beneficiary exercising access to Labrador Inuit Lands under this part shall provide notice to the Inuit Central Government prior to engaging in that access unless:

(a) it is not reasonable to do so; or

(b) the Inuit Central Government has dispensed with the requirement to do so.

3.14.28 The rights of access under this part are subject to the conditions that any Non-Beneficiary exercising a right of access shall use, to the greatest extent possible, travel routes and camp sites referred to in subsection 3.14.9(b) and shall not:

(a) engage in any activity on Labrador Inuit Lands other than those activities permitted under this chapter;

(b) establish or erect any camps or structures other than for merely casual or temporary purposes on Labrador Inuit Lands;

(c) cause undue harm, disturbance, disruption or damage to Labrador Inuit Lands;

(d) interrupt or interfere with Inuit use, occupation or enjoyment of Labrador Inuit Lands, except to the extent necessary for purposes of the access; and

(e) use Labrador Inuit Lands for any purpose other than the purpose for which the right of access is exercised.

3.14.29 A Non-Beneficiary exercising a right of access to Labrador Inuit Lands under this part:

(a) is liable for damages caused to the lands or damages to Inuit resulting from unnecessary interruption or interference with Inuit use, occupation or enjoyment of the lands; and

(b) may be removed from Labrador Inuit Lands by the Inuit Central Government as a trespasser for any failure to comply with the conditions of this part.

Inuit Access to Labrador Inuit Settlement Area outside Labrador Inuit Lands

3.14.30 Subject to restrictions on Inuit access to lands in the Labrador Inuit Settlement Area outside Labrador Inuit Lands set out in chapter 12, Inuit and their transferees under section 12.3.16 have a right of free access to Crown Lands in the Labrador Inuit Settlement Area outside Labrador Inuit Lands but this access shall not interfere with other authorized uses or the ability of the Crown to authorize uses or dispose of Crown Land.

3.14.31 Without limiting section 3.14.30 or chapter 5, Inuit shall have rights of access over all Water courses, lakes and ponds overlying Crown land in the Labrador Inuit Settlement Area outside Labrador Inuit Lands for all purposes associated with the use and enjoyment of Labrador Inuit Lands and other rights under the Agreement but this access shall not interfere with other authorized uses of Water overlying Crown lands or the ability of the Crown to authorize uses of that Water.

Part 3.15 Expropriation of Labrador Inuit Lands

3.15.1 Labrador Inuit Lands shall not be Expropriated except in accordance with this part.

3.15.2 Canada or Newfoundland, prior to making a decision to Expropriate Labrador Inuit Lands, shall:

(a) ensure that lands other than Labrador Inuit Lands are used, if other lands are reasonably available for the purpose for which the land is intended to be Expropriated;

(b) ensure that reasonable efforts are made to acquire the land through a negotiated land transfer agreement with the Inuit Central Government, rather than by Expropriation; and

(c) Consult the Inuit Central Government.

3.15.3 No Expropriation of a piece or parcel of Labrador Inuit Lands shall be effective without the specific prior consent to the Expropriation by:

(a) the Lieutenant-Governor in Council in cases of an Expropriation by a provincial Expropriation Authority; or

(b) the Governor in Council in cases of an Expropriation by a federal

Expropriation Authority.

3.15.4 If a negotiated land transfer agreement in accordance with subsection 3.15.2 (b) is not possible, the Expropriation Authority exercising the power of Expropriation shall serve written notice of the proposed Expropriation on the Inuit Central Government and any Person claiming under the Inuit Central Government or holding an interest referred to in section 3.9.1.

3.15.5 If a piece or parcel of Labrador Inuit Lands is Expropriated, the Expropriation Authority may offer compensation in the form of other land of equivalent significance and value, but, except as provided in section 3.15.10, the Inuit Central Government or a Person claiming under the Inuit Central Government or holding an interest referred to in section 3.9.1 shall not be required to take compensation in the form of other land.

3.15.6 If there is a Dispute over the value of, or interest in, the Labrador Inuit Lands to be Expropriated, the amount or form of compensation, or costs or interest thereon, the Dispute shall be referred to arbitration under chapter 21.

3.15.7 An Arbitration Panel shall consider the following matters when making an award in respect of a Dispute referred to in section 3.15.6:

(a) loss of use of the Expropriated land to the Inuit Central Government and any Person claiming under the Inuit Government or holding an interest referred to in section 3.9.1;

(b) the adverse effect of the Expropriation upon other Labrador Inuit Lands;

(c) damage which may be caused to any unexpropriated interest in the Expropriated land;

(d) nuisance, inconvenience and noise to the Inuit Central Government and any Person claiming under the Inuit Central Government or holding an interest referred to in section 3.9.1;

(e) the cultural attachment of Inuit to the Expropriated land;

(f) the effect on Wildlife, Habitat and Inuit Harvesting;

(g) any particular or special value to the Inuit of the Expropriated lands;

(h) any and all costs reasonably associated with the Expropriation and negotiations, mediation or arbitration related to the Expropriation;

(i) the market value of the Expropriated land;

(j) whether other land is offered in compensation and, if so, the significance and value of that land; and

(k) any other matter that may be considered under relevant legislation.

3.15.8 The interest in Labrador Inuit Lands Expropriated under this part shall no longer be vested in the Inuit and if the entire Inuit interest in Labrador Inuit Lands is Expropriated, the Land ceases to be Labrador Inuit Lands.

3.15.9 Expropriated land which is no longer required for the purposes for which it was Expropriated may, with the consent of the relevant Parties, be conveyed to the Inuit at an agreed price or, in the absence of agreement, a price determined by an Arbitration Panel in accordance with chapter 21. Land conveyed to the Inuit shall be Labrador Inuit Lands for purposes of the Agreement.

3.15.10 If at any time 12 percent of Labrador Inuit Lands identified and selected by the Inuit at the Effective Date have already been and remain Expropriated, no further power of Expropriation of Labrador Inuit Lands shall be exercised by an Expropriation Authority unless the Expropriation Authority provides compensation that includes an amount of previously Expropriated Labrador Inuit Lands equivalent in significance and value to the piece or parcel of Labrador Inuit lands that the Expropriation Authority intends to Expropriate.

3.15.11 In calculating the areas under section 3.15.10, no account shall be taken of any lands transferred in a land transfer agreement referred to in subsection 3.15.2 (b).

3.15.12 Lands acquired by the Inuit as compensation under this part shall be Labrador Inuit Lands.

Schedule 3-A: Labrador Inuit Settlement Area (section 3.2.1)

1. The schedule will contain a map showing the boundaries of Labrador Inuit Settlement Area.

2. The map will not be attached until after completion of the land identification and selection process referred to in chapter 4.

Schedule 3-B: Labrador Inuit Lands (sections 3.3.2 and 3.4.1)

1 The schedule will contain descriptions of and maps showing Labrador Inuit Lands.

2. The maps will not be attached until after completion of the land identification and selection process referred to in chapter 4.

Schedule 3-C: Specified Material Lands (section 3.3.3)

1. The schedule will contain maps showing the 1,525 square miles of Labrador Inuit Lands in which Inuit will own Specified Materials.

2. The maps will not be attached until after completion of the land identification and selection process referred to in chapter 4.

Schedule 3-D: Water Lots (subsection 3.4.3(a))

1. The schedule will contain maps and descriptions of Water Lots within Labrador Inuit Lands.

2. The maps will not be attached until after completion of the land identification and selection process referred to in chapter 4.

Schedule 3-E: Aullâsimavet (section 3.13.1)

1. This schedule will consist of maps showing existing Aullâsimavet situated on lands in the Labrador Inuit Settlement Area outside Labrador Inuit lands.

2. The maps will not be attached until after completion of the land identification and selection process referred to in chapter 4.

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Chapter 4: Identification and Selection of Labrador Inuit Lands

Part 4.1 Purpose and Status of Chapter

4.1.1 The purpose of this chapter is to set out the principles, guidelines and process to be used in the identification and selection of Labrador Inuit Lands, Specified Material Lands and Water Lots, and the process to be used for the establishment of the boundaries of the Labrador Inuit Settlement Area.

4.1.2 Prior to the Agreement, the Parties will determine whether any of the provisions of this chapter will be included in the Agreement.

Part 4.2 Principles and Guidelines for the Identification and Selection of Labrador Inuit Lands

4.2.1 Labrador Inuit Lands, including Specified Material Lands and Water Lots, will be identified and selected by the Inuit in agreement with Newfoundland and Canada in accordance with this chapter.

4.2.2 Labrador Inuit Lands may be identified and selected by the Inuit for any purpose including:

(a) promoting and sustaining Inuit economic self-sufficiency in a manner consistent with Inuit social and cultural values, needs and aspirations;

(b) current Inuit use and occupancy;

(c) the protection or use of renewable resources including Wildlife, Plants, Habitat, Fish, Aquatic Plants and Fish Habitat;

(d) the use of energy resources, Subsurface Resources, Carving Stone, and Specified Materials;

(e) access to Water, Tidal Waters and Customary Fishing Areas and use of Water, Inuit Water rights and rights and benefits related to ocean areas;

(f) commerce, industry, tourism or recreation; and

(g) archaeological, historical, spiritual or cultural reasons.

4.2.3 The identification and selection of Labrador Inuit Lands will begin after:

(a) this Agreement-in-Principle has been ratified by Labrador Inuit Association under chapter 26 but before ratification of this Agreement-in-Principle by the other two Parties;

(b) the board of directors of Labrador Inuit Association has determined:

(i) the portion of Labrador Inuit Lands and Specified Material Lands to be identified and selected by each Inuit Community;

(ii) the portion of Labrador Inuit Lands and Specified Material Lands to be identified and selected by Inuit generally rather than by the Inuit of a specific Inuit Community; and

(iii) the number of individuals and process for the appointment of those individuals for purposes of the negotiations referred to in section 4.2.6;

(c) individuals have been appointed by Labrador Inuit Association and by each Inuit Community to represent each Inuit Community in the land identification and selection negotiations;

(d) Labrador Inuit Association has had reasonable time to provide to the Inuit Communities and the individuals appointed under subsection 4.2.3(c) information that might be of assistance in the land identification and selection process including information received under sections 4.2.20 and 4.2.21; and

(e) the individuals appointed under subsection 4.2.3(c) have had reasonable time to prepare for the land identification and selection negotiations.

4.2.4 The individuals to be appointed by Labrador Inuit Association under subsection 4.2.3(c) shall include at least one Inuk resident outside the Labrador Inuit Land Claims Area.

4.2.5 The Parties will use best efforts to complete the identification and selection of Labrador Inuit Lands as soon as possible after the date of ratification of this Agreement-in-Principle by Labrador Inuit Association under chapter 26.

4.2.6 Negotiations will be carried out among the Parties on an Inuit Community by Inuit Community basis to determine those lands which will be identified and selected as Labrador Inuit Lands including the identification and selection of

Specified Material Lands and Water Lots.

4.2.7 In the negotiations referred to in section 4.2.6, Inuit in each Inuit Community will:

(a) identify and select the quantity of land determined under clause 4.2.3(b)(i) for identification and selection by that Inuit Community;

(b) identify Aullâsimavet outside Labrador Inuit Lands which Inuit continue to occupy under section 3.13.1; and

(c) identify Inuit burial sites and sites of religious or spiritual significance in the Labrador Inuit Settlement Area to be included on the list referred to in section 15.6.19.

4.2.8 In the negotiations referred to in section 4.2.6, each Inuit Community will be represented by Labrador Inuit Association and the individuals referred to in subsection 4.2.3(c).

4.2.9 Upon completion of the negotiations referred to in section 4.2.6, the identification and selection of the portion of Labrador Inuit Lands, including Specified Material Lands and Water Lots, that are to be identified and selected by Inuit under clause 4.2.3(b)(ii), shall be negotiated among the Parties and for purposes of those negotiations Labrador Inuit Association shall include in its negotiating team at least 3 individuals who live or formerly lived north of the Kiglapait Mountains in Labrador.

4.2.10 The identification and selection of Labrador Inuit Lands shall be carried out in the Inuit Communities.

4.2.11 The quantity of lands identified and selected as Labrador Inuit Lands, including Specified Material Lands and Water Lots shall:

(a) not exceed 6,100 square miles, more or less;

(b) include not more than 1,525 square miles, more or less, of Specified Material Lands; and

(c) be within the boundaries of the Labrador Inuit Settlement Area as established under part 4.3.

4.2.12 Aullâsimavet outside Labrador Inuit Lands shall not be counted or included in the quantum of Labrador Inuit Lands referred to in subsection 4.2.11(a).

4.2.13 Labrador Inuit Lands may be identified and selected in places where third parties have Surface Interests and Subsurface Interests but Labrador Inuit Lands will be subject to those interests in accordance with chapter 3.

4.2.14 Labrador Inuit Lands may not be identified and selected:

(a) so as to include lands held in fee simple;

(b) so as to interfere with or prevent any community from using community infrastructure or expanding;

(c) on a case by case basis in sites required at present, or in the reasonably foreseeable future by Newfoundland or by Canada for their respective facilities and operations;

(d) on a case by case basis in sites required at present, or in the reasonably foreseeable future for public purposes or public utilities; or

(e) within the boundaries set out in schedule 4-A.

4.2.15 For purposes of this Agreement-in-Principle the Inuit will not identify and select lands within the boundaries set out in schedule 4-B as Labrador Inuit Lands.

4.2.16 Identification and selection of Labrador Inuit Lands will be done so as to avoid undue fragmentation.

4.2.17 Boundaries of Labrador Inuit Lands will be identified with reference to natural topographical features to the largest extent possible.

4.2.18 Labrador Inuit Lands may be identified and selected in areas identified or forseeably required for Protected Areas and in places where historic sites and Archaeological Sites are situated.

4.2.19 Identification and selection of Labrador Inuit Lands will be done using maps.

4.2.20 The Parties will co-operate fully with each other in the exchange of information and copies of maps in their possession necessary to facilitate the land identification and selection process referred to in this chapter.

4.2.21 Without restricting the generality of section 4.2.20, Canada and Newfoundland shall, prior to the commencement of the Inuit Community information process referred to in subsection 4.2.3(d), provide Labrador Inuit Association with reasonably available information pertinent to the land selection process, including:

(a) two sets of 1:50,000 and 1:250,000 topographical maps for the Labrador Inuit Land Claims Area and, as required, available digital data for these maps;

(b) cadastral mapping for Nain, Hopedale, Postville, Makkovik and Rigolet and available digital data and data bases for these areas;

(c) information on resources, infrastructure, public utilities and third party interests in digital map format with associated tabular data, including:

(i) lands held in fee simple;

(ii) Surface Interests and Subsurface Interests;

(iii) established boundaries of planning areas under provincial Legislation and proposed Inuit Community boundaries for Nain, Hopedale, Postville, Makkovik and Rigolet;

(iv) protected Water supplies, municipal dump sites, hydro power sites and generation facilities;

(v) military installations and sites;

(vi) transportation and public utility corridors including existing and proposed snowmobile and all terrain vehicle trails;

(vii) existing and proposed Protected Areas, National Parks and National Park Reserves;

(viii) Archaeological Sites;

(ix) resource information for forests, geology, geochemistry and Wildlife; and

(x) baselines from which the breadth of the territorial sea of Canada is measured.

4.2.22 Prior to the commencement of the land identification and selection negotiations, Canada and Newfoundland shall provide Labrador Inuit Association with any additional relevant maps, information or particulars in their possession that the Inuit may request and that may be reasonably available.

4.2.23 Prior to the commencement of the land identification and selection negotiations;

(a) each Inuit Community will prepare a map or maps showing its area or areas of interest for purposes of identifying and selecting Labrador

Inuit Lands, including Specified Material Lands and Water Lots, referred to in clause 4.2.3(b)(i);

(b) Labrador Inuit Association will prepare a map or maps showing its area or areas of interest for purposes of identifying and selecting Labrador Inuit Lands, including Specified Material Lands and Water Lots, referred to in clause 4.2.3(b)(ii); and

(c) Labrador Inuit Association will provide a copy of the maps referred to in subsections (a) and (b) to Canada and Newfoundland.

4.2.24 The area or areas of interest identified by each Inuit Community under section 4.2.23 shall be no more than twice the size of the area that may be selected under clauses 4.2.3(b)(i) and 4.2.3(b)(ii).

4.2.25 Upon the completion of the identification and selection of Labrador Inuit Lands, the maps identifying Labrador Inuit Lands will be initialled by the negotiators for the Parties.

4.2.26 The maps referred to in section 4.2.25 may be made public by any Party after ratification of this Agreement-in-Principle by all Parties.

4.2.27 The boundaries of the lands identified and selected to be Labrador Inuit Lands under this Agreement-in-Principle may be varied by agreement of the Parties prior to the Agreement.

Part 4.3 Establishment of the Boundaries of the Labrador Inuit Settlement Area

4.3.1 The boundaries of the Labrador Inuit Settlement Area will be established by the Inuit in agreement with Newfoundland and Canada.

4.3.2 The Labrador Inuit Settlement Area will be situated within or contiguous with the boundaries of the Labrador Inuit Land Claims Area. The boundaries of the Labrador Inuit Settlement Area will be established during the process referred to in part 4.2 for the identification and selection of Labrador Inuit Lands.

4.3.3 The quantity of Lands and Waters to be included in the Labrador Inuit Settlement Area shall not exceed 28,000 square miles, more or less; and the Labrador Inuit Settlement Area shall include, in addition, adjacent Tidal Waters and ocean areas of approximately 17,000 square miles.

4.3.4 The Labrador Inuit Settlement Area shall include the area of the Proposed Torngat Mountains National Park Reserve referred to in section 9.2.1 and, for greater certainty, if the Torngat Mountains National Park Reserve is not established on or before the Effective Date the area of the Proposed Torngat Mountains National Park shall be part of the Labrador Inuit Settlement Area or Labrador Inuit Lands, as the case may be.

4.3.5 The boundaries of the Labrador Inuit Settlement Area shall not be unduly fragmented.

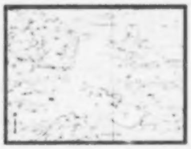
4.3.6 Upon completion of the process referred to in part 4.2 for identification and selection of Labrador Inuit Lands, a map showing the boundary of the Labrador Inuit Settlement Area will be initialled by the negotiators for the Parties.

4.3.7 The map referred to in section 4.3.6 may be made public by any Party after ratification of this Agreement-in-Principle by all Parties.

4.3.8 The boundaries of the Labrador Inuit Settlement Area may be varied by agreement of the Parties prior to the Agreement.

Schedule 4-A: Donner Discovery Area (subsection 4.2.14(e))

Schedule 4-B: Voisey's Bay Area (section 4.2.15)



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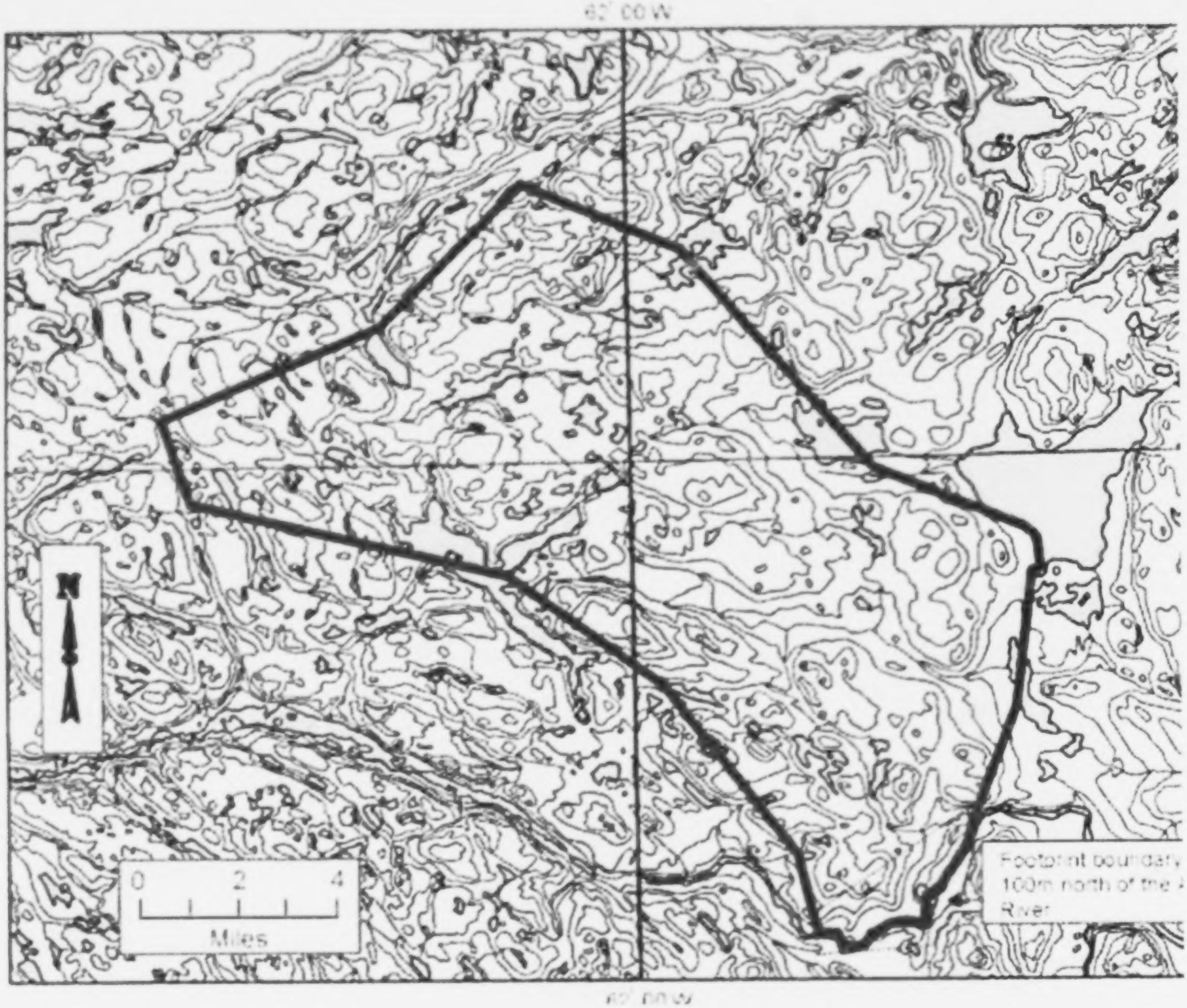
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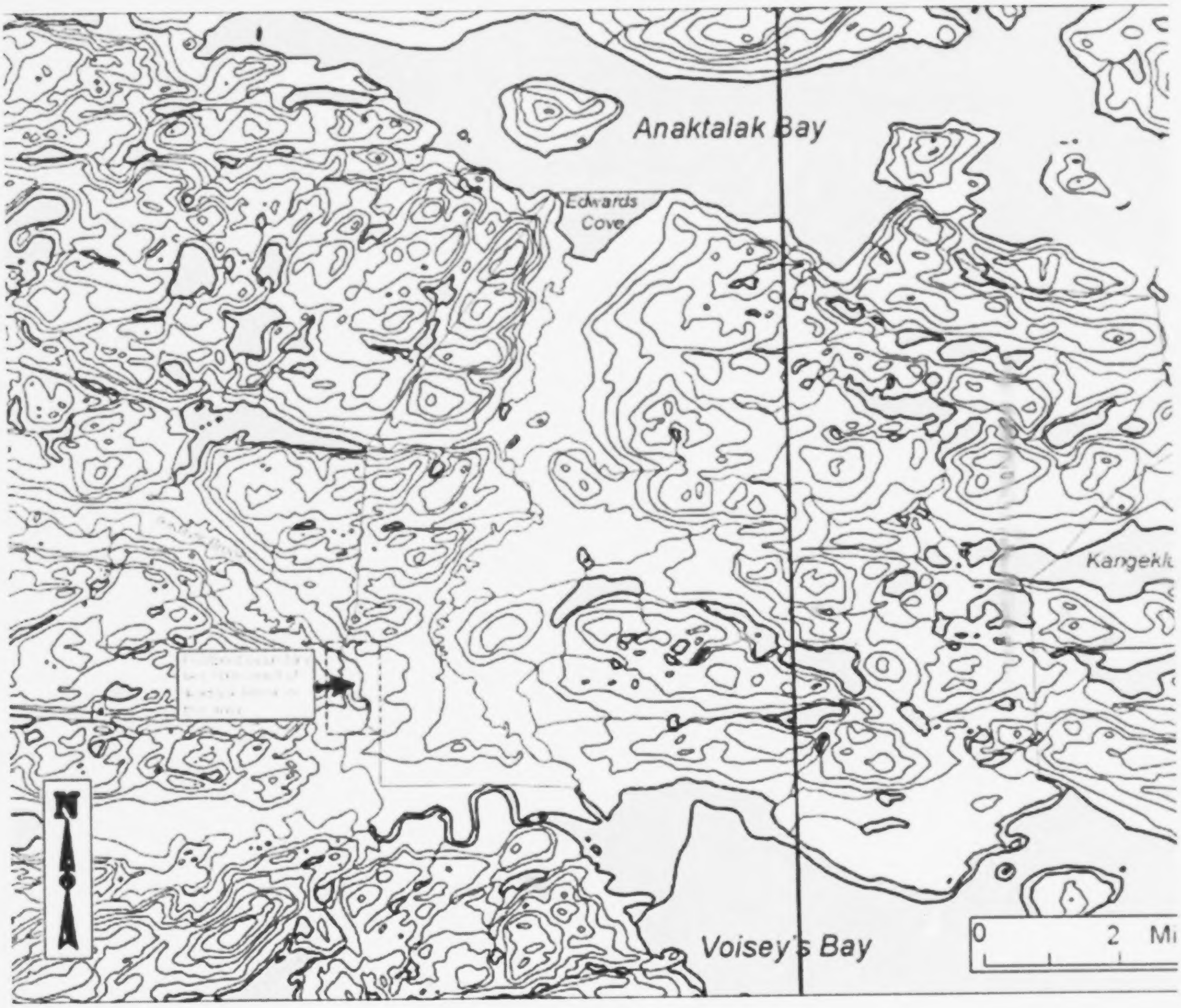
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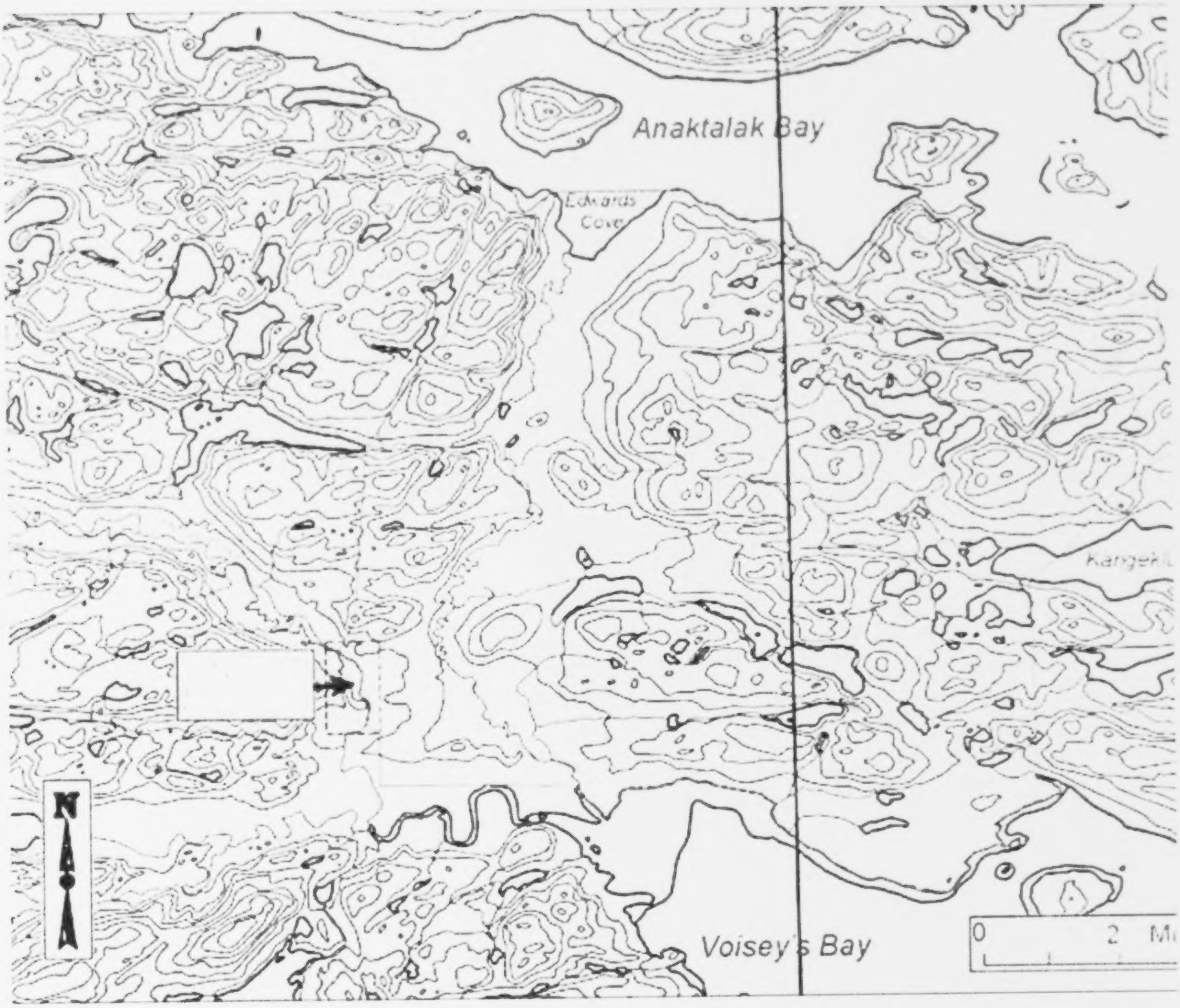
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Chapter 5: Water Management and Inuit Water Rights

Part 5.1 Definitions

5.1.1 In this chapter:

"Compensation Agreement" means an agreement between the Inuit Central Government and a Developer under part 5.6.

Part 5.2 General

5.2.1 Subject to this chapter, the Minister has the authority and responsibility for the management and Use of Water in the Labrador Inuit Settlement Area.

5.2.2 Except as provided in sections 5.2.3 and 5.2.4, no Person may use Water in the Labrador Inuit Settlement Area without obtaining a Water Use permit from the Minister.

5.2.3 Inuit may use Water in the Labrador Inuit Settlement Area for personal, family or domestic purposes, including hygiene and sanitation, for purposes related to the Inuit Domestic Harvest and the Inuit Domestic Fishery and for transportation associated with Harvesting without obtaining a Water Use permit from the Minister and without charge, but nothing in this section precludes charges for Water services by the Person providing those services.

5.2.4 All individuals in the Labrador Inuit Settlement Area may use Water for personal, family or domestic uses, including hygiene and sanitation, without obtaining a Water Use permit from the Minister.

5.2.5 The exercise of the rights referred to in sections 5.2.3, 5.2.4, 5.3.1 and 5.3.2 is subject to:

(a) the public right of navigation;

(b) the temporary Use of Water for emergency purposes, including fire fighting; and

(c) Water Use permits issued prior to the Effective Date.

5.2.6 Nothing in this chapter permits a Person to discharge Waste into Water without a Water Use permit from the Minister.

5.2.7 Subject to section 5.2.8, a Water Use permit for a Use of Water in the Labrador Inuit Settlement Area which is in existence on the Effective Date continues in accordance with its terms and conditions, subject to Laws of General Application.

5.2.8 Any

(a) renewal or extension of a Water Use permit in the Labrador Inuit Settlement Area; or

(b) amendment to a Water Use permit in the Labrador Inuit Settlement Area

that is required for purposes of an extension or modification to a Development in existence on the Effective Date is subject to the provisions of this chapter.

5.2.9 Except for Uses of Water referred to in sections 5.2.3 and 5.2.4, all proposals for the Use of Water in the Labrador Inuit Settlement Area and all proposals for renewals, extensions, or amendments of permitted Water Uses in the Labrador Inuit Settlement Area are subject to Environmental Assessment under chapter 11 prior to the issuance, renewal, extension or amendment of the Water Use permit.

5.2.10 A decision of the Minister respecting a permit for the Use of Water in the Labrador Inuit Settlement Area shall be consistent with the Land Use Plan.

5.2.11 Nothing in this chapter precludes the Inuit Central Government, an Inuit Community Government, an Inuk or an Inuit Business from selling Water in accordance with Laws of General Application.

5.2.12 Notwithstanding any other provision of this chapter, Labrador Inuit Lands may not be flooded or used for the storage or diversion of Water by any Person without the consent of the Inuit Central Government.

5.2.13 Except as provided in sections 5.2.3, 5.2.14 and 5.3.2, this chapter does not apply to a National Park or National Park Reserve.

5.2.14 Section 5.2.3 shall not be construed so as to entitle Inuit to remove Water from a National Park or National Park Reserve.

Part 5.3 Inuit Water Rights

5.3.1 Subject to sections 5.2.4 and 5.2.7, a Person may not use Water which is on, in, under or flowing through Labrador Inuit Lands except in accordance with the provisions of part 5.4.

5.3.2 Subject to this chapter, the Inuit have the right to enjoy Water which is on, in, under, flowing through or adjacent to Labrador Inuit Lands substantially unaltered as to quantity, quality and rate of flow.

5.3.3 The right referred to in section 5.3.2 is vested in the Inuit Central Government for the use and benefit of the Inuit.

Part 5.4 Administration of Water Uses in Labrador Inuit Lands

5.4.1 No Person, including the Inuit Central Government, may use Water which is on, in, under or flowing through Labrador Inuit Lands for any purpose other than one referred to in section 5.2.3. or 5.2.4 without a Water Use permit issued by the Minister, but the Water Use permit shall be issued without charge.

5.4.2 If the Inuit Central Government wishes to use Water which is on, in, under or flowing through Labrador Inuit Lands for a purpose other than one referred to in section 5.2.3 or 5.2.4 it shall submit a proposal for the Use of Water to the Minister who shall approve the proposal and issue the Water Use permit in accordance with the provisions of this part.

5.4.3 If a Person, other than the Inuit Central Government, wishes to use Water which is on, in, under or flowing through Labrador Inuit Lands for a purpose other than one referred to in sections 5.2.3 or 5.2.4., that Person shall, before submitting a proposal for the Use of Water to the Minister, submit the proposal for the Use of Water to the Inuit Central Government.

5.4.4 The Inuit Central Government may reject or approve, with or without conditions, a proposal for the Use of Water referred to in section 5.4.3.

5.4.5 Notwithstanding section 5.4.3:

(a) a Use of Water on, in, under or flowing through Labrador Inuit Lands in relation to

(i) Exploration which commenced prior to the Effective Date in accordance with an exploration plan approved under provincial Legislation, or

(ii) quarrying which commenced prior to the Effective Date in accordance with a quarry permit issued under provincial Legislation; or

(b) a proposed Use of Water on, in, under or flowing through Labrador Inuit Lands in relation to Exploration in Labrador Inuit Lands or

> quarrying in Labrador Inuit Lands outside Specified Material Lands after the Effective Date in accordance with a Work Plan approved under section 3.10.15,

is deemed to have been approved under section 5.4.4.

5.4.6 If a proposal for the Use of Water referred to in section 5.4.3 is approved by the Inuit Central Government, the Person may then submit the proposal for the Use of Water, as approved by the Inuit Central Government, to the Minister.

5.4.7 The Minister shall not refuse to issue a Water Use permit for a proposal referred to in section 5.4.6 unless the Minister determines that the proposal referred to in section 5.4.6 will substantially alter the quantity, quality and rate of flow of Water off Labrador Inuit Lands and that the alteration is inequitable or cannot be compensated.

5.4.8 Notwithstanding section 5.4.7, the Minister shall not refuse to issue a Water Use permit for a proposal referred to in section 5.4.6 that is for community Water supply purposes.

5.4.9 Nothing in sections 5.2.11, 5.4.7 and 5.4.8 affects the discretion of the Minister to decide whether to issue a Water Use permit for the exportation of Water from Canada.

5.4.10 Nothing in this chapter affects the discretion of the Minister to refuse to issue a Water Use permit for reasons of public health.

5.4.11 Prior to rejecting a proposal for the Use of Water referred to in section 5.4.6 or establishing terms or conditions with respect to the proposal which are different from those established by the Inuit Central Government under section 5.4.4, the Minister shall Consult the Inuit Central Government.

5.4.12 A Water Use permit issued to the Inuit Central Government may be assigned by the Inuit Central Government to an Inuk or Inuit Business.

5.4.13 Notwithstanding that the definition of Water does not include Tidal Waters, if a power Development is proposed within the area identified in schedule 5-A that substantially alters the quantity, quality or rate of flow of Tidal Waters adjacent to Labrador Inuit Lands within the area identified in schedule 5-A, the Development shall not proceed until the Inuit Central Government and the Developer have concluded a Compensation Agreement and, for purposes of negotiations or an arbitration related to a Compensation Agreement, the Inuit shall be entitled to claim for losses likely to result from the substantial alteration to the quantity, quality or rate of flow of the Tidal Waters adjacent to Labrador Inuit Lands within the area identified in schedule 5-A.

5.4.14 The final area of schedule 5-A shall be negotiated prior to the Agreement.

Part 5.5 Administration of Water Uses in the Labrador Inuit Settlement Area outside Labrador Inuit Lands

5.5.1 Before determining whether to issue a Water Use permit in the Labrador Inuit Settlement Area outside Labrador Inuit Lands, or a Water Use permit outside the Labrador Inuit Settlement Area that may affect Water or a Water Use in the Labrador Inuit Settlement Area, the Minister shall Consult the Inuit Central Government with respect to the proposal for the Use of Water and shall, in making the determination, take into account:

(a) the impact of the proposal for the Use of Water on Fish, Fish Habitat and Aquatic Plants and Wildlife, Plants and Habitat in the Labrador Inuit Settlement Area;

(b) the impact of the proposal for the Use of Water on Inuit Harvesting rights under the Agreement;

(c) the impact of the proposal for the Use of Water on the quantity, quality and rate of Water flow on, in, under, flowing through or adjacent to Labrador Inuit Lands;

(d) measures to Mitigate any negative effects or impacts;

(e) existing water rights; and

(f) any other matters which the Inuit Central Government and the Minister consider relevant.

5.5.2 Notwithstanding the definition of Consultation, if a timetable is established in relation to the issuance of Water Use permits outside the Labrador Inuit Settlement Area under a Law of General Application, Consultation with respect to the issuance of a Water Use permit under section 5.5.1 shall be carried out within the timetable and the Inuit Central Government shall be given the full period of time available for Consultation under the Law of General Application.

5.5.3 The Minister shall not issue a Water Use permit in the Labrador Inuit Settlement Area, outside Labrador Inuit Lands, which the Minister determines may affect Inuit rights under the Agreement unless the Minister, after Consulting with the Inuit Central Government with respect to the proposal for the Use of Water under, and the matters referred to in, section 5.5.1 determines that:

(a) there is no alternative which could reasonably satisfy the requirements of the applicant; and

(b) if there is no reasonable alternative, there are no reasonable measures whereby the applicant could avoid affecting Inuit rights under the Agreement.

5.5.4 If a proposal for a Use of Water referred to in section 5.5.1 may substantially alter the quantity, quality or rate of flow of Water on, in, under, flowing through or adjacent to Labrador Inuit Lands, the Minister shall not issue the Water Use permit unless the Minister has made a determination under section 5.5.3 and:

(a) a Compensation Agreement is in effect; or

(b) in circumstances where an Inuit Impacts and Benefits Agreement is required, an Inuit Impacts and Benefits Agreement has been concluded.

5.5.5 The Minister shall, as soon as is reasonably possible, Consult the Inuit Central Government, the Torngat Joint Fisheries Board and the Torngat Wildlife Co-management Board on matters set out in section 5.5.6 and any proposed changes to Legislation, policies or guidelines which may affect the Use of Water in the Labrador Inuit Settlement Area.

5.5.6 Except as provided in this chapter, nothing in part 5.4 restricts the Minister's power to:

(a) use Water on, in, under or flowing through Labrador Inuit Lands for purposes related to management, research, protection and conservation of Water, aquatic life and aquatic habitat;

(b) establish standards and measures for the protection of Water, including community Water supplies, on, in, under or flowing through or adjacent to Labrador Inuit Lands;

(c) use or authorize the Use of Water on, in, under or flowing through Labrador Inuit Lands for purposes of fighting fires;

(d) establish flood control measures, develop flood plain management strategies and designate flood risk zones with respect to Water flowing through, on, or adjacent to Labrador Inuit Lands;

(e) carry out or authorize hydrologic data collection and research with respect to Water quality and quantity and flows for Water on, in, under, flowing through or adjacent to Labrador Inuit Lands; and

(f) use or authorize the Use of Water on, in, under or flowing through Labrador Inuit Lands for any other similar purpose that is in the common interest of the Inuit and the other residents of Labrador Inuit Settlement Area.

5.5.7 For greater certainty, the Inuit Central Government has no responsibility and incurs no liability with respect to any matter referred to in section 5.5.6 and nothing in section 5.5.6 derogates from Inuit rights under part 5.3 or authorizes or permits a Water Use with respect to Water on, in, under or flowing through Labrador Inuit Lands for purposes of a Development or the flooding of Labrador Inuit Lands without the consent of the Inuit Central Government.

5.5.8 If Newfoundland decides to delegate responsibility for the management of Water or the issuance of Water Use permits in the Labrador Inuit Settlement Area or the issuance of Water Use permits that may affect Water in the Labrador Inuit Settlement Area to a Water, river, catchment, or regional, board, body or authority, the board, body or authority shall include at least one member appointed by the Inuit Central Government.

5.5.9 The Minister shall not unreasonably deny a proposal by any Person for the Use of Water in the Labrador Inuit Settlement Area for purposes of an Inuit Community or for purposes of a Development in Labrador Inuit Lands where Water for that purpose is not readily available in Labrador Inuit Lands.

Part 5.6 Compensation

5.6.1 The rights of the Inuit under part 5.3 and section 5.4.13 entitle the Inuit to compensation in accordance with this part.

5.6.2 After the Effective Date, no Water Use permit shall be issued to a Developer in respect of a Development in the Labrador Inuit Settlement Area that may substantially alter the quantity, quality or rate of flow of Water on, in, under, flowing through or adjacent to Labrador Inuit Lands unless, after a decision under section 5.5.3:

(a) the Developer has entered into a Compensation Agreement with the Inuit Central Government in accordance with this part or an Arbitration Panel has made a determination in accordance with section 5.6.6; or

(b) the Developer and the Inuit Central Government have agreed on compensation provisions regarding the matters referred to in section 5.6.5 within an Inuit Impacts and Benefits Agreement.

5.6.3 Unless an Inuit Impacts and Benefits Agreement referred to in section 5.6.2(b) has been reached, a Developer and the Inuit Central Government shall negotiate in good faith for the purpose of reaching a Compensation Agreement. If the

Developer and the Inuit Central Government are unable to reach a Compensation Agreement within 60 days of the commencement of negotiations, either the Developer or the Inuit Central Government may refer any matter in dispute to arbitration under chapter 21.

5.6.4 For the purposes of section 5.6.3, negotiations shall be deemed to have commenced 7 days after the proposed Development has received all approvals contemplated in chapter 11.

5.6.5 If a Dispute over Compensation is referred to arbitration under section 5.6.3, the Arbitration Panel, in determining the compensation to be awarded to the Inuit under a Compensation Agreement, shall take into account:

> (a) the anticipated adverse effects, including anticipated incremental and cumulative effects, of the change in quality, quantity or flow of Water on, in, under, flowing through or adjacent to Labrador Inuit Lands;
>
> (b) the anticipated nuisance, inconvenience, disturbance or noise caused by the change in quality, quantity or flow of Water on, in, under, flowing through or adjacent to Labrador Inuit Lands;
>
> (c) the anticipated adverse effects of the change in quality, quantity or flow of Water upon existing Water Uses by Inuit or in Labrador Inuit Lands;
>
> (d) the cultural attachment of Inuit to Labrador Inuit Lands, including Water, which would be adversely affected by the change in quality, quantity or flow of Water;
>
> (e) the decrease in value of Labrador Inuit Lands, including Water, affected by the change in quality, quantity or flow of Water;
>
> (f) the level of damage which may be anticipated to result from the Development;
>
> (g) interference with Inuit rights under the Agreement; and
>
> (h) any other matters the Arbitration Panel may consider relevant for purposes of determining the compensation award.

5.6.6 A decision under section 5.6.5 shall be made within 90 days of receiving a reference under section 5.6.3.

5.6.7 Unless otherwise agreed by the Inuit Central Government and a Developer, a determination of compensation made by the Arbitration Panel under section 5.6.6

shall provide for periodic payments and a periodic review of the payments for the purpose of adjustments, having due regard to the nature and duration of the Water Use.

5.6.8 Nothing in this part restricts any of the rights or remedies of the Inuit in the event that a Person:

(a) uses Water without a required Water Use permit;

(b) breaches the terms and conditions of a Water Use permit so as to affect Inuit rights under section 5.3.3; or

(c) breaches the terms or conditions of a Water Compensation Agreement.

Part 5.7 Further Negotiations

5.7.1 Prior to the Agreement, the Parties will negotiate in good faith with respect to provisions respecting compensation awards under part 5.6 of this chapter, including:

(a) the awarding of compensation in kind;

(b) factors to be taken into account in determining compensation; and

(c) any presumptions that might apply for purposes of the determination of compensation.

5.7.2 Prior to the Agreement, the Parties will negotiate a sharing with Inuit of the Water, including a share of Water power potential, in the Labrador Inuit Settlement Area.

5.7.3 Prior to the Agreement, the Parties shall determine whether any other provision of this chapter will apply in a National Park or National Park Reserve.

Schedule 5-A: Map of Potential Tidal Power Development Area (sections 5.4.13 and 5.4.14)

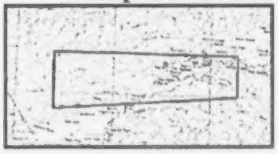

Table of Contents Chapter 6

Chapter 6: Ocean Management

Part 6.1 Definitions

6.1.1 In this chapter:

"Canada-Newfoundland Offshore Petroleum Board" means the board established by joint effect of section 9 of the *Canada - Newfoundland Atlantic Accord Implementation Act* and section 9 of the *Canada - Newfoundland Atlantic Accord Implementation Newfoundland Act* and includes any successor or replacement agency;

"Ocean Areas Adjacent to the Zone" means those waters lying eastward of the Zone that are bounded to the south by latitude 54 north and extending, at any point, as far as the outer edge of the continental margin or a distance of 200 nautical miles from the baselines from which the breadth of the territorial sea of Canada is measured, whichever is the greater;

"Petroleum Development Plan" means a plan submitted under subsection 139(2) of the *Canada-Newfoundland Atlantic Accord Implementation Act* and subsection 135(2) of the *Canada-Newfoundland Atlantic Accord Implementation Newfoundland Act* for the purpose of obtaining approval of the general approach of developing a pool or field as proposed in the plan;

"Regulator" means Canada, Newfoundland or appropriate regulators, including the Canada-Newfoundland Offshore Petroleum Board

Part 6.2 General

6.2.1 This chapter shall be interpreted in a manner consistent with:

(a) Canada's sovereignty, sovereign rights, jurisdiction and international obligations; and

(b) Newfoundland's jurisdiction in the Labrador Inuit Settlement Area.

6.2.2 No provision of this chapter limits the capacity or right of the Minister to seek the views of any Person in relation to the matters to which this chapter applies.

6.2.3 This chapter does not apply to a National Park or a National Park Reserve.

Part 6.3 Ocean Management

6.3.1 If the Minister develops a strategy for the management of estuarine, coastal and marine areas, the Minister shall, to the extent that the strategy would directly apply to the estuarine, coastal and marine areas of the Labrador Inuit Settlement Area, Consult the Inuit Central Government with respect to the strategy.

6.3.2 The Minister shall Consult the Inuit Central Government in the development and implementation of plans for the integrated management of activities or measures which directly affect estuarine, coastal and marine areas of the Labrador Inuit Settlement Area.

6.3.3 The Consultation referred to in section 6.3.2 shall include Consultation about:

(a) the establishment of, and possible Inuit participation in, advisory or management bodies; and

(b) the establishment of environmental guidelines, objectives and criteria respecting the quality of estuarine, coastal and marine areas of the Labrador Inuit Settlement Area.

Part 6.4 Marine Protected Areas

6.4.1 If the Minister develops a system of Marine Protected Areas, the Minister shall Consult the Inuit Central Government to the extent that the system applies to the estuarine, coastal and marine areas of the Labrador Inuit Settlement Area.

6.4.2 The establishment of Marine Protected Areas in the Labrador Inuit Settlement Area shall be consistent with the rights and benefits set out in chapter 13 and the Minister shall, subject to section 6.4.5, Consult the Inuit Central Government prior to establishing, disestablishing, or changing the boundaries of, a Marine Protected Area in the Zone.

6.4.3 Nothing in this part prevents the Inuit Central Government from recommending to the Minister the establishment of Marine Protected Areas in the Zone.

6.4.4 The Minister shall accept, vary or reject a recommendation made under section 6.4.3 and, in the case of a rejection or variance, shall provide the Inuit Central Government with written reasons for the decision.

6.4.5 In cases of emergency, the Minister may establish, disestablish or change the boundaries of a Marine Protected Area in the Zone without prior Consultation with the Inuit Central Government. The Minister shall advise the Inuit Central Government as soon as possible after taking that action.

6.4.6 Canada shall make available Inuktitut translations of its publications that are aimed at informing the Canadian public about Marine Protected Areas in the Zone.

Part 6.5 Marine Shipping

6.5.1 The Minister shall Consult the Inuit Central Government, prior to:

(a) the establishment, by the Minister, of marine navigation services in the Zone; and

(b) the issuance of approvals or exemptions, under the *Navigable Waters Protection Act*, in the Zone.

6.5.2 The Inuit Central Government may make recommendations to the Minister regarding the potential impact of Developments and Petroleum Exploration in the Labrador Inuit Settlement Area that impact on the integrity of landfast sea ice.

6.5.3 Section 6.5.1 does not apply in the event of an emergency.

Part 6.6 Development and Exploration

6.6.1 Canada and Newfoundland shall Consult the Inuit Central Government prior to permitting, approving or authorizing a Mineral Development in the Zone. The Consultation shall take into consideration Inuit rights in the Zone under the Agreement and that Inuit resident in the Labrador Inuit Settlement Area are adjacent to the Zone.

6.6.2 A Regulator shall Consult the Inuit Central Government prior to:

(a) making a decision to open up any part of the Zone to Petroleum Exploration or making a decision to issue Petroleum interests within the Zone;

(b) issuing rights in relation to tidal energy within the Zone;

(c) making a decision to permit, license or grant the right to construct, operate or abandon a pipeline in the Zone;

(d) deciding the necessity for a public review or a public hearing in relation to a potential Petroleum Development or tidal energy project in the Zone;

(e) establishing terms of reference or a timetable for the public review of a Petroleum Development, including a Petroleum Development Plan, in the Zone;

(f) establishing terms of reference, requirements or guidelines for preparation of a preliminary development plan, environmental issue list, environmental impact statement, socio-economic impact statement or any other plan or statement in relation to a Petroleum Development in the Zone; or

(g) making a decision whether to approve a development plan for a Petroleum Development in the Zone.

6.6.3 Notwithstanding the definition of Consultation, a Consultation referred to in section 6.6.2 shall be carried out within:

(a) any applicable timetable prescribed by the *Canada-Newfoundland Atlantic Accord Implementation Act* and the *Canada-Newfoundland Atlantic Accord Implementation Newfoundland Act*; or

(b) any timetable that applies to a matter referred to in section 6.6.2 under a Law of General Application and that is applicable to federal and provincial government departments or agencies.

6.6.4 For greater certainty, the Inuit Central Government shall have the full period of time available under the applicable timetables referred to in section 6.6.3 for Consultation.

6.6.5 A Regulator shall notify the Inuit Central Government about any proposed permit, approval or authorization of a Petroleum Exploration program that it proposes to issue within the Labrador Inuit Settlement Area, and the Inuit Central Government may make recommendations to the Regulator with respect to the proposed permit, approval or authorization.

6.6.6 Prior to permitting, approving or authorizing a Mineral Development or Petroleum Exploration in Ocean Areas Adjacent to the Zone, a Regulator shall notify the Inuit Central Government, and the Inuit Central Government may make recommendations to the Regulator with respect to the permit, approval or authorization which may be issued.

6.6.7 The recommendations of the Inuit Central Government referred to in sections 6.6.5 and 6.6.6 shall be made within:

(a) any applicable timetable prescribed by the *Canada-Newfoundland Atlantic Accord Implementation Act* and the *Canada-Newfoundland Atlantic Accord Implementation Newfoundland Act*; or

(b) any timetable that applies to a matter referred to in section 6.6.2 under a Law of General Application and that is applicable to provincial and federal government departments and agencies.

6.6.8 Where any individual is to be nominated or appointed for the purpose of conducting a public hearing in relation to a potential Petroleum Development in the Zone, the relevant Regulator shall Consult the Inuit Central Government prior to making the nomination or appointment. Nothing in this section derogates from chapter 11.

6.6.9 For matters within its jurisdiction, the Canada-Newfoundland Offshore Petroleum Board may Consult the Inuit Central Government in relation to:

(a) environmental protection and regulation in the Zone;

(b) emergency measures in the Zone;

(c) marine transportation in the Zone; and

(d) other matters that are appropriate in relation to the Zone.

Part 6.7 Inuit Impacts and Benefits Agreements in the Zone

6.7.1 Subject to sections 6.7.10 and 6.7.11, no Major Development, or any part, phase or stage of a Major Development, may commence in the Zone until an agreement has been concluded or otherwise established between the Developer and the Inuit Central Government in accordance with this part.

6.7.2 Notwithstanding section 14.3.1, each Inuit Impacts and Benefits Agreement in respect of a Major Development in the Zone shall include a provision that applies parts 14.1, 14.2, 14.5 and 14.7 to the Major Development and to the Developer unless the Inuit Central Government otherwise agrees.

6.7.3 An Inuit Impacts and Benefits Agreement may include any matter connected with a Major Development in the Zone that could have a detrimental impact on Inuit or that could reasonably confer a benefit on Inuit including, without limitation, those matters identified in schedule 6-A.

6.7.4 Negotiation of Inuit Impacts and Benefits Agreements shall be guided by the following principles:

(a) benefits shall be consistent with and promote Inuit cultural goals;

(b) the nature and extent of benefits shall be related to the nature, scale and cost of the Major Development;

(c) benefits shall not place an excessive burden on the Developer or undermine the viability of the Major Development;

(d) negative impacts on the Environment, Inuit and Inuit rights under this Agreement shall be avoided, Mitigated or compensated in a manner consistent with the nature, scale and cost of the Major Development; and

(e) Inuit Impacts and Benefits Agreements shall give priorities to Inuit but shall not preclude other residents adjacent to the Zone from obtaining benefits from the Major Development.

6.7.5 A Developer who proposes a Major Development in the Zone shall:

(a) give notice of the proposed Major Development to the Inuit Central Government at the earliest reasonable opportunity;

(b) start the negotiation of an Inuit Impacts and Benefits Agreement in respect of the proposed Major Development at the earliest reasonable opportunity and, in any event, start the negotiation of an Inuit Impacts and Benefits Agreement with the Inuit Central Government in respect of the proposed Major Development upon receipt of notice to do so from the Inuit Central Government; and

(c) make good faith efforts to conclude an Inuit Impacts and Benefits Agreement with the Inuit Central Government at the earliest reasonable opportunity.

6.7.6 If a Developer has not concluded an Inuit Impacts and Benefits Agreement with the Inuit Central Government with respect to a Major Development in the Zone at the time when a permit or authorization is issued with respect to the Major Development, the permit or authorization may be issued subject to the condition that it is of no force or effect, and that no Construction of the Major Development may commence, until the conclusion of an Inuit Impacts and Benefits Agreement or the expiry of 180 days from the date of issuance of the permit or authorization.

6.7.7 If an Inuit Impacts and Benefits Agreement has not been concluded by the Inuit Central Government and a Developer within 90 days of the date of the last permit or authorization required for the Major Development in the Zone to proceed, the Inuit Central Government, the Developer or the Minister may refer the matter to arbitration under chapter 21 and the Arbitration Decision shall be made within the 180 day period referred to in section 6.7.6.

6.7.8 Nothing in this part prevents or is to be construed as preventing the Inuit Central Government and a Developer of a Major Development in the Zone from referring any or all questions relating to the content of an Inuit Impacts and Benefits Agreement to arbitration under chapter 21 and, in that event and if section 6.7.6 applies, the Arbitration Decision shall be made within the 180 day period referred to in section 6.7.6.

6.7.9 Notwithstanding section 6.7.7, in the circumstances referred to in section 6.7.6, if a Developer of a Major Development in the Zone or the Inuit Central Government considers that the other party is not negotiating in good faith within the first 90 days after the issuance of the last permit or authorization required for the Major Development in the Zone to proceed, that party may immediately refer the matter to arbitration under chapter 21 and the Arbitration Decision shall be made within the 180 day period referred to in section 6.7.6.

Waiver of Inuit Impacts and Benefits Agreement

6.7.10 The Developer and the Inuit Central Government may agree that an Inuit Impacts and Benefits Agreement is not required for a Major Development in the Zone.

Military and National Emergencies

6.7.11 In the case of a military or national emergency, a Major Development in the Zone may proceed prior to conclusion of an Inuit Impacts and Benefits Agreement, but an Inuit Impacts and Benefits Agreement shall be negotiated between the Developer and the Inuit Central Government and, if an Inuit Impacts and Benefits Agreement has not been concluded within 90 days of the start of Construction of the Major Development, either the Developer or the Inuit Central Government may refer the matter to arbitration under chapter 21.

Commencement of Construction Prior to an Inuit Impacts and Benefits Agreement

6.7.12 If, in circumstances referred to in section 6.7.7, the Minister reasonably believes that the delay under section 6.7.6 for purposes of concluding an Inuit Impacts and Benefits Agreement would jeopardize a Major Development in the Zone, the Minister may, subject to section 6.7.13, authorize Construction to commence if all necessary approvals have been received.

Special Compensation

6.7.13 If, under section 6.7.11 or 6.7.12, a Major Development in the Zone commences prior to the conclusion of an Inuit Impacts and Benefits Agreement or the Arbitration Decision referred to in section 6.7.7, the Arbitration Panel shall ensure that benefits received by Inuit under the Arbitration Decision include compensation, which may be in the form of replacement benefits, for the benefits lost through commencement of the Major Development in the Zone without the benefit of an Inuit Impacts and Benefits Agreement or prior to the making of an Arbitration Decision under section 6.7.7.

Project Splitting

6.7.14 A Developer may not split a Major Development in the Zone into parts, phases or stages for purposes of avoiding the application of section 6.7.1.

6.7.15 If a court of competent jurisdiction is satisfied on the balance of probabilities that a Developer has split a Major Development in the Zone into parts, phases or stages for purposes of avoiding the application of section 6.7.1, the court may, upon application of the Inuit Central Government, enjoin the Developer from proceeding or from continuing to operate. Nothing in this section prevents a court from making any other order or award in respect of an application by the Inuit Central Government.

Part 6.8 Further Matters to be Considered

6.8.1 Before the Agreement, the Parties will determine whether the Consultations set out in part 6.4 will be carried out with a view to concluding management plans with the Inuit Central Government.

Schedule 6-A: Matters Appropriate for Negotiation and Inclusion in an Inuit Impacts and Benefits Agreement (section 6.7.3)

1. Preferential employment and training of Inuit.

2. Inuit involvement in management of the Major Development.

3. Joint venture arrangements or other business arrangements between Inuit Businesses and the Developer.

4. Inuit participation in corporate ownership.

5. Income sharing arrangements between the Developer and the Inuit.

6. Employment conditions that are consistent with Inuit values and culture.

7. Language in the work place.

8. Research.

9. Scholarships.

10. Relationships with unions.

11. Compensation.

12. Performance bonds.

13. Special concerns relating to Environmental protection, Wildlife, Habitat, Fish and Fish Habitat and any disruption to the Environment, Wildlife, Habitat or Fish or Fish Habitat.

14. Inuit social and cultural protection, including protection of Archaeological Material and Archaeological Sites.

15. Environmental rehabilitation.

16. Monitoring, including short term and long term monitoring, of the Major Development.

17. Special arrangements for Inuit participation in contracting.

18. Implementing and enforcing the Inuit Impacts and Benefits Agreement.

19. Resolution of disputes.

20. Use by Inuit of infrastructures and facilities related to the Major Development.

21. Any other matters that the Inuit Central Government and the Developer consider to be relevant to the needs of the Development and those of the Inuit.

Table of Contents Chapter 7

Chapter 7: Economic Development

Part 7.1 Definitions

7.1.1 In this chapter:

"Committee" means the Subsurface Resource Revenue Sharing Committee established under section 7.6.10;

"Federal Public Service" means those portions of the public service of Canada set out in Part 1 of Schedule 1 to the *Public Service Staff Relations Act*;

"Government of Canada" means federal departments and departmental corporations listed in Schedules I, I.1, II and Part 1 of Schedule III, of the *Financial Administration Act*;

"Provincial Public Service" means those portions of the public service of the province specified in Schedule A to the *Public Service Commission Act* and includes a body or agency considered to be a portion of the public service and added to that Schedule under section 3 of that Act.

Part 7.2 General

7.2.1 Except as provided in this chapter, nothing in this chapter:

(a) affects the eligibility of Inuit, Inuit Businesses or the Inuit Government to benefit from economic policies, plans, programs and services generally available to Non-Beneficiary residents of Labrador or other aboriginal people of Canada;

(b) affects the economic opportunities available to Inuit, Inuit Businesses or the Inuit Government under other chapters of the Agreement; or

(c) is intended to impose financial obligations on Canada, Newfoundland or the Inuit Government.

Part 7.3 Revenue Sharing in Labrador Inuit Lands

7.3.1 The Inuit Central Government is entitled to receive, and Newfoundland shall pay to the Inuit Central Government, an amount equal to 25% of Revenue from Subsurface Resources in Labrador Inuit Lands.

7.3.2 Payments by Newfoundland to the Inuit Central Government in respect of amounts to be paid under section 7.3.1 shall be calculated on the basis of the amount of Revenue received by Newfoundland in each month and shall be paid by Newfoundland to the Inuit Central Government on the first business day following the twentieth day of the month after the month in which the Revenue is received by Newfoundland.

7.3.3 For the purposes of determining the amounts to be paid under section 7.3.2:

(a) an instalment paid on account of Revenue receivable by Newfoundland is deemed to be Revenue received by Newfoundland at the time it is paid; and

(b) Revenue receivable by Newfoundland from an agent of or corporation controlled by Newfoundland is deemed to be Revenue received by Newfoundland at the time the Revenue becomes receivable.

7.3.4 If, after the Effective Date, Newfoundland amends, repeals, replaces or suspends any Legislation establishing Revenues shared with the Inuit Central Government under section 7.3.1, and if the Revenues received by the Inuit Central Government under section 7.3.1 are reduced as a result of the amendment, repeal, replacement or suspension, the Inuit Central Government shall remain entitled to, and shall be paid, the same level of Revenues it would have received if the Legislation establishing the Revenues shared with the Inuit Central Government under section 7.3.1 had not been amended, repealed, replaced or suspended.

7.3.5 Before the Agreement, the Parties shall negotiate for purposes of agreeing on a formula to replace section 7.3.4 or to facilitate the calculation of the amount provided for in section 7.3.4.

Part 7.4 Revenue Sharing in the Labrador Inuit Settlement Area Outside Labrador Inuit Lands

7.4.1 The Inuit Central Government is entitled to receive, and Newfoundland shall pay to the Inuit Central Government, an amount equal to:

(a) 50% of the first $2.0 million of Revenue in a fiscal year; and

(b) 5% of any additional Revenue in a fiscal year, from Subsurface Resources in the Labrador Inuit Settlement Area, outside Labrador Inuit

Lands, excluding any amount payable under section 7.5.1.

7.4.2 Payments by Newfoundland to the Inuit Central Government in respect of amounts to be paid under section 7.4.1 shall be calculated on the basis of the amount of Revenue received by Newfoundland in each month and shall be paid to the Inuit Central Government on the first business day following the twentieth day of the month after the month in which the Revenue is received by Newfoundland.

7.4.3 For purposes of determining the amounts to be paid under section 7.4.2:

(a) an instalment paid on account of Revenue receivable by Newfoundland is deemed to be Revenue received by Newfoundland at the time it is paid; and

(b) Revenue receivable by Newfoundland from an agent of or corporation controlled by Newfoundland is deemed to be Revenue received by Newfoundland at the time the Revenue becomes receivable.

7.4.4 The amount due to the Inuit Central Government from Newfoundland under section 7.4.1 shall not exceed the amount which, if distributed equally among all Beneficiaries, would result in an annual average per capita income for Beneficiaries equal to or greater than the Canadian average per capita income.

Part 7.5 Revenue Sharing - Voisey's Bay Project

7.5.1 The Inuit Central Government is entitled to receive, and Newfoundland shall pay to the Inuit Central Government, an amount equal to 3% of Revenue from the Voisey's Bay project.

7.5.2 Payments by Newfoundland to the Inuit Central Government in respect of the amounts to be paid under section 7.5.1 shall be calculated on the basis of the amount of Revenue received by Newfoundland in each month and shall be paid to the Inuit Central Government on the first business day following the twentieth day of the month after the month in which the Revenue is received by Newfoundland.

7.5.3 For purposes of determining the amounts to be paid under section 7.5.2:

(a) an instalment paid on account of Revenue receivable by Newfoundland is deemed to be Revenue received by Newfoundland at the time it is paid; and

(b) Revenue receivable by Newfoundland from an agent of or corporation controlled by Newfoundland is deemed to be Revenue received by Newfoundland at the time the Revenue becomes receivable.

7.5.4 Payments under section 7.5.1 are in addition to any payments under sections 7.3.1 and 7.4.1.

7.5.5 Prior to the Agreement the Parties will define the Voisey's Bay project.

Part 7.6 Arrangements Respecting Subsurface Resource Revenue Sharing

7.6.1 For greater certainty, subject to the Agreement, Laws of General Application in relation to Subsurface Resources and Revenues apply to Inuit and in the Labrador Inuit Settlement Area.

7.6.2 Payments due to the Inuit Central Government under parts 7.3, 7.4, and 7.5 shall be determined in respect of Revenues attributable to periods after the Effective Date. Where Revenue is determined for a period commencing before the Effective Date and ending after the Effective Date, Revenue shared under parts 7.3, 7.4 and 7.5 shall be calculated by the ratio of the number of days after the Effective Date to the total number of days in the period.

7.6.3 The amount of Revenue to be shared under each of parts 7.3, 7.4 and 7.5 shall be determined without reference to any credit or any other adjustment in computing that Revenue which is:

(a) determined with reference to other taxes or amounts that are not Revenue eligible for sharing under that part; or

(b) in respect of exploration activity that does not relate to Subsurface Resources that give rise to Revenue to be shared.

7.6.4 If, as a result of the application of subsection 7.6.3 (b), the Revenue entitlement of the Inuit Central Government under parts, 7.3, 7.4 and 7.5 is greater than the actual Revenues of Newfoundland from Subsurface Resources in the Labrador Inuit Settlement Area, Labrador Inuit Lands and from the Voisey's Bay project, payment of the excess amount may be deferred for up to five years, with interest payable at the prime rate which may, from time to time, prevail plus two percent.

7.6.5 If an amount referred to in section 7.6.4 has not been paid after five years, the Inuit Central Government may use the amount owing as an offset against any amounts, including taxes, that may be payable by the Inuit Central Government to Newfoundland.

7.6.6 If a Person makes a payment to Newfoundland on account of Revenue subject to sharing under part 7.3, 7.4 or 7.5 and amounts payable under other provincial tax Legislation and the amount cannot reasonably be attributed to a particular statute, the payment shall be prorated on the basis of the amount owed on all outstanding tax accounts at that time.

7.6.7 Newfoundland shall provide to the Inuit Central Government, within 6 months after the end of the province's fiscal year, a detailed statement, verified by the auditor general for Newfoundland in accordance with the *Auditor General Act*, disclosing the basis upon which payments to the Inuit Central Government under parts 7.3, 7.4 and 7.5 were calculated.

7.6.8 Any amount due under parts 7.3, 7.4 or 7.5 shall be a debt due by Newfoundland to the Inuit Central Government and shall bear interest from the due date at the prime rate which may, from time to time, prevail plus two percent.

7.6.9 Any overpayment by Newfoundland under parts 7.3, 7.4 or 7.5 shall be a debt due to Newfoundland by the Inuit Central Government and shall bear interest from the twentieth day after the date of notice of the overpayment to the Inuit Central Government at the prime rate which may, from time to time, prevail plus two percent.

7.6.10 Newfoundland and the Inuit Central Government shall establish a Subsurface Resource Revenue Sharing Committee, which shall:

(a) review issues related to provincial Tax laws as they affect Subsurface Resource Revenue sharing arrangements in parts 7.3, 7.4 and 7.5;

(b) be an initial forum for resolving disagreements respecting payments made to the Inuit Central Government under parts 7.3, 7.4 and 7.5 and for sharing information for that purpose.

7.6.11 If the Inuit Central Government disagrees with the calculations or the payments made to it under parts 7.3, 7.4 and 7.5 and the disagreement cannot be resolved after referral to the Committee, the disagreement shall be referred to arbitration under chapter 21.

7.6.12 Except where Newfoundland and the Inuit Central Government and, where appropriate, Canada, have otherwise agreed, Newfoundland, the Inuit Central Government and members of the Committee shall keep confidential:

(a) any information obtained by the Committee in confidence, unless the Person from whom the information was obtained has made the information public; and

(b) any consultations or deliberations by the Committee and advice, recommendations or reports developed by the Committee for Newfoundland or the Inuit Central Government.

7.6.13 For greater certainty, Canada incurs no rights or obligations, including financial obligations, under section 7.6.10.

Part 7.7 Inuit Impacts and Benefits Agreements

7.7.1 This part does not apply to Major Developments in the Zone.

7.7.2 Subject to sections 7.7.14 and 7.7.15, no Development, including a Major Development, or any part, phase or stage of a Development, including a Major Development, may commence in Labrador Inuit Lands until an agreement has been concluded in accordance with the provisions of this part, or, in circumstances referred to in section 7.7.15, has been established by an Arbitration Panel in accordance with this part.

7.7.3 Subject to sections 7.7.13, 7.7.14, and 7.7.15, no Major Development in the Labrador Inuit Settlement Area outside Labrador Inuit Lands, or any part, phase or stage of a Major Development in the Labrador Inuit Settlement Area outside Labrador Inuit Lands, may commence until an agreement has been concluded or otherwise established between the Developer and the Inuit Central Government in accordance with this part.

7.7.4 Notwithstanding section 14.3.1, each Inuit Impacts and Benefits Agreement in respect of a Major Development in the Labrador Inuit Settlement Area outside Labrador Inuit Lands shall include a provision that applies parts 14.1, 14.2, 14.5 and 14.7 to the Major Development and to the Developer, unless the Inuit Central Government otherwise agrees.

7.7.5 An Inuit Impacts and Benefits Agreement may include any matter connected with a Development or Major Development that could have a detrimental impact on Inuit or that could reasonably confer a benefit on Inuit including, without limitation, those matters identified in schedule 7-A.

7.7.6 Negotiation of Inuit Impacts and Benefits Agreements shall be guided by the following principles:

(a) benefits shall be consistent with and promote Inuit cultural goals;

(b) the nature and extent of benefits shall be related to the nature, scale and cost of the Development or Major Development;

(c) benefits shall not place an excessive burden on the Developer or undermine the viability of the Development or Major Development;

(d) negative impacts on the Environment, Inuit and Inuit rights under this Agreement shall be avoided, Mitigated or compensated in a manner consistent with the nature, scale and cost of the Development or Major Development; and

(e) Inuit Impacts and Benefits Agreements shall give priorities to Inuit but shall not preclude other residents of the Labrador Inuit Settlement Area from obtaining benefits from the Development or Major Development.

7.7.7 A Developer who proposes a Development, including a Major Development, in Labrador Inuit Lands, or a Major Development in the Labrador Inuit Settlement Area outside Labrador Inuit Lands, shall:

(a) give notice of the proposed Development or Major Development to the Inuit Central Government at the earliest reasonable opportunity;

(b) start the negotiation of an Inuit Impacts and Benefits Agreement with the Inuit Central Government in respect of the proposed Development or Major Development at the earliest reasonable opportunity and, in any event, start the negotiation of an Inuit Impacts and Benefits Agreement with the Inuit Central Government in respect of the proposed Development or Major Development upon receipt of notice to do so from the Inuit Central Government; and

(c) make good faith efforts to conclude an Inuit Impacts and Benefits Agreement with the Inuit Central Government at the earliest reasonable opportunity.

7.7.8 An Inuit Impacts and Benefits Agreement shall be a contract.

7.7.9 If a Developer has not concluded an Inuit Impacts and Benefits Agreement with the Inuit Central Government with respect to a Major Development in the Labrador Inuit Settlement Area outside Labrador Inuit Lands at the time when a permit or authorization is issued with respect to the Major Development, the permit or authorization may be issued subject to the condition that it is of no force or effect, and that no Construction of the Major Development may commence, until the conclusion of an Inuit Impacts and Benefits Agreement or the expiry of 180 days from the date of issuance of the last permit or authorization required for the Major Development to proceed.

7.7.10 If an Inuit Impacts and Benefits Agreement has not been concluded by the Inuit Central Government and a Developer within 90 days of the date of the last permit or authorization required for the Major Development in the Labrador Inuit Settlement Area outside Labrador Inuit Lands to proceed, the Inuit Central Government, the Developer or the Minister may refer the matter to arbitration under to chapter 21 and the Arbitration Decision shall be made within the 180 day period referred to in section 7.7.9.

7.7.11 Nothing in this part prevents or is to be construed as preventing the Inuit Central Government and a Developer of a Major Development in the Labrador Inuit Settlement Area outside Labrador Inuit Lands from referring any or all questions relating to the content of an Inuit Impacts and Benefits Agreement to arbitration under chapter 21 and, in that event and if section 7.7.9 applies, the Arbitration Decision shall be made within the 180 day period referred to in section 7.7.9.

7.7.12 Notwithstanding section 7.7.10, in the circumstances referred to in section 7.7.9, if a Developer of a Major Development in the Labrador Inuit Settlement Area outside Labrador Inuit Lands or the Inuit Central Government considers that the other party is not negotiating in good faith within the first 90 days after the issuance of the last permit or authorization required for the Major Development in the Labrador Inuit Settlement Area outside Labrador Inuit Lands to proceed, that party may immediately refer the matter to arbitration under chapter 21 and the Arbitration Decision shall be made within the 180 day period referred to in section 7.7.9.

7.7.13 If an Arbitration Decision under section 7.7.10, 7.7.11 or 7.7.12 is not made within the 180 day period referred to in section 7.7.9, the Minister may, after Consultation with the Inuit Central Government but subject to section 7.7.16, authorize the Major Development to commence:

(a) if the Developer and the Inuit Central Government agree; or

(b) if the delay in completing the arbitration would, in the opinion of the Minister, jeopardize the viability of the Major Development.

Waiver of Inuit Impacts and Benefits Agreement

7.7.14 A Developer and the Inuit Central Government may agree that an Inuit Impacts and Benefits Agreement is not required for a Development, including a Major Development, in Labrador Inuit Lands or a Major Development in the Labrador Inuit Settlement Area.

Military and National Emergencies

7.7.15 In the case of a military or national emergency, a Development, including a Major Development, in Labrador Inuit Lands or a Major Development in the Labrador Inuit Settlement Area may proceed prior to conclusion of an Inuit Impacts and Benefits Agreement, but an Inuit Impacts and Benefits Agreement shall be negotiated between the Developer and the Inuit Central Government and, if an Inuit Impacts and Benefits Agreement has not been concluded within 90 days of the start of Construction of the Development or Major Development, either the Developer or the Inuit Central Government may refer the matter to arbitration under chapter 21.

Special Compensation

7.7.16 If, under section 7.7.13 or 7.7.15, a Development or Major Development commences prior to the conclusion of an Inuit Impacts and Benefits Agreement or the making of an Arbitration Decision under section 7.7.10 or 7.7.11, the Arbitration Panel shall ensure that benefits received by Inuit under the Arbitration Decision include compensation, which may be in the form of replacement benefits, for the benefits lost through commencement of the Development or Major Development without the benefit of an Inuit Impacts and Benefits Agreement or prior to the making of an Arbitration Decision under section 7.7.10, 7.7.11 or 7.7.12.

Project Splitting

7.7.17 A Developer may not split a Major Development into parts, phases or stages for purposes of avoiding the application of section 7.7.3.

7.7.18 If a court of competent jurisdiction is satisfied on the balance of probabilities that a Developer has split a Major Development into parts, phases or stages for purposes of avoiding the application of section 7.7.3, the court may, upon application of the Inuit Central Government, enjoin the Developer from proceeding or from continuing to operate. Nothing in this section prevents a court from making any other order or award in respect of an application by the Inuit Central Government.

Developments Other than Major Developments in the Labrador Inuit Settlement Area, outside Labrador Inuit Lands

7.7.19 A Developer who proposes a Development, other than a Major Development, in the Labrador Inuit Settlement Area, outside Labrador Inuit Lands shall, at the earliest opportunity, Consult the Inuit Central Government about the proposed Development and about matters in relation to the proposed Development that are enumerated on schedule 7-A.

Part 7.8 Co-ordination of Economic Development Policies

7.8.1 The Inuit Central Government may make laws in Labrador Inuit Lands outside the Inuit Communities in relation to:

(a) local economic development activities including tourism;

(b) programs and services for purposes of promoting economic development; and

(c) Inuit Central Government enterprises and public works.

7.8.2 An Inuit Law made under section 7.8.1 shall not affect the eligibility of Non-Beneficiaries to avail themselves of federal and provincial economic development policies, plans, programs and services generally available to residents of Labrador.

7.8.3 If there is a Conflict between an Inuit Law made under section 7.8.1 and a Law of General Application, the Law of General Application prevails to the extent of the Conflict.

7.8.4 In developing economic development policies, plans, programs and services that apply to the Labrador Inuit Settlement Area, Newfoundland shall take into account, as it considers reasonable, the objectives of:

(a) promoting the marketing of renewable resource products Harvested by Inuit and Inuit Businesses and goods manufactured from those products;

(b) providing business and economic training and education assistance to Inuit so as to enable them to participate more effectively in the economy of the province;

(c) encouraging the employment of Inuit in the Labrador Inuit Settlement Area;

(d) assisting Inuit to develop skill, expertise and commercially viable businesses and enterprises in relation to exploration for and the production and exploitation of resources in the Labrador Inuit Settlement Area;

(e) promoting commercially viable Inuit Businesses and enterprises and their growth, and identifying possible sources of financial, technical and other business assistance or advice for Inuit Businesses and enterprises;

(f) encouraging research and the creation and maintenance of a comprehensive data base with respect to resources capable of production or exploitation in the Labrador Inuit Settlement Area and making that information, data and research available to Inuit and Inuit Businesses; and

(g) supporting the traditional Inuit economy.

7.8.5 Where, in the opinion of the Minister, it is reasonable to do so, Newfoundland shall use or amend economic development policies, plans, programs and services that apply to the Labrador Inuit Settlement Area to:

(a) increase access by Inuit to on-the-job training, apprenticeship, acquisition and improvement of skills, upgrading and other job related programs;

(b) increase opportunities for Inuit to receive training and experience for purposes of successfully establishing, operating and managing business; and

(c) implement the other provisions of this part.

7.8.6 Newfoundland shall, upon the request of the Inuit Central Government, promote business opportunities for and projects undertaken by Inuit and Inuit Businesses in the Labrador Inuit Settlement Area by:

(a) providing access to all information or data available in relation to specific projects or ventures;

(b) making available appropriate contacts and sources of information; and

(c) ensuring expeditious consideration or approval of applications by Inuit and Inuit Businesses for project or venture financing.

7.8.7 The Inuit Central Government shall Consult Newfoundland with respect to proposed economic development policies, plans, programs and services of the Inuit Central Government in Labrador Inuit Lands and Newfoundland shall Consult the Inuit Central Government with respect to proposed economic development policies, plans, programs and services of the province that will apply to the Labrador Inuit Settlement Area.

7.8.8 The Inuit Central Government and Newfoundland shall meet once every 3 years, or more frequently if they agree, to review the effectiveness of any economic development policies, plans, programs and services that apply to the Labrador Inuit Settlement Area.

Part 7.9 Contracting and Employment of Inuit by Newfoundland

Contracting in Labrador Inuit Lands and the Inuit Communities

7.9.1 If Newfoundland contracts for work or the supply of goods or services within Labrador Inuit Lands or an Inuit Community without calling for tenders, qualified Inuit Businesses shall be considered and, subject to meeting required terms and conditions, be awarded the contracts on a representative basis that reflects the ratio of Inuit ordinarily resident in Labrador Inuit Lands and the Inuit Communities to the total number of individuals ordinarily resident in Labrador Inuit Lands and the Inuit Communities.

7.9.2 If Newfoundland calls for tenders for contracts for work or the supply of goods or services within Labrador Inuit Lands or an Inuit Community, proposals by qualified Inuit Businesses shall be considered and, subject to submitting competitive bids and meeting required terms and conditions, be awarded the contracts on a representative basis that reflects the ratio of Inuit ordinarily resident in Labrador Inuit Lands and the Inuit Communities to the total number of individuals ordinarily resident in Labrador Inuit Lands and the Inuit Communities.

Contracting in the Labrador Inuit Settlement Area outside Labrador Inuit Lands and the Inuit Communities

7.9.3 If Newfoundland contracts for work or the supply of goods or services within the Labrador Inuit Settlement Area outside Labrador Inuit Lands and the Inuit Communities without calling for tenders, qualified Inuit Businesses shall, subject to meeting required terms and conditions, be given fair consideration.

7.9.4 If Newfoundland calls for tenders for contracts for work or the supply of goods or services within the Labrador Inuit Settlement Area outside Labrador Inuit Lands and the Inuit Communities, proposals by qualified Inuit Businesses shall, subject to submitting competitive bids and meeting required terms and conditions, be given fair consideration.

Employment

7.9.5 Where Provincial Public Service employment is available in Labrador Inuit Lands or an Inuit Community, qualified Inuit shall be awarded those employment opportunities on a representative basis that reflects the ratio of Inuit ordinarily resident in Labrador Inuit Lands and the Inuit Communities to the total number of individuals ordinarily resident in Labrador Inuit Lands and the Inuit Communities.

7.9.6 Where Provincial Public Service employment is available in the Labrador Inuit Settlement Area outside Labrador Inuit Lands and the Inuit Communities, qualified Inuit shall be given fair consideration for those employment opportunities.

General

7.9.7 Once every 3 years, or at other intervals agreed to by the Inuit Central

Government and Newfoundland, the Inuit Central Government may make formal recommendations to Newfoundland with respect to:

(a) strategies to qualify Inuit and Inuit Businesses to take advantage of business opportunities in both the public and private sectors in the Labrador Inuit Settlement Area;

(b) strategies to increase Inuit employability and employment in the private sector in the Labrador Inuit Settlement Area and in the Provincial Public Service referred to in sections 7.9.5 and 7.9.6;

(c) strategies to increase the promotion and retention of Inuit within the Provincial Public Service; and

(d) other initiatives for purposes of implementing sections 7.9.1 through 7.9.6.

7.9.8 A Minister to whom a recommendation is made under section 7.9.7 shall make a decision to accept, vary or reject the recommendation and shall notify the Inuit Central Government within 14 days of making the decision.

7.9.9 For greater certainty, nothing in section 7.9.7 prevents the Inuit Central Government from making, at any time, informal recommendations to the Minister with respect to any matter referred to in section 7.9.7.

7.10.1 The Inuit Central Government shall prepare and maintain a comprehensive list of Inuit Businesses, together with information on the work, goods and services which they would be in a position to supply in relation to contracts offered by the Government of Canada. This list shall be considered by the Government of Canada in meeting its obligations under this chapter.

7.10.2 In inviting bids on the Government of Canada contracts for work or the supply of goods and services in the Labrador Inuit Settlement Area, the Government of Canada shall provide written notice to the Inuit Central Government and shall provide all reasonable opportunities to Inuit Businesses enumerated on the list referred to in section 7.10.1 to submit competitive bids and in doing so, shall take, where practicable and consistent with sound procurement management, the following measures:

(a) set the date, location, and terms and conditions for bidding so that Inuit Businesses may readily bid;

(b) invite bids by commodity groupings to permit smaller and more specialized firms to bid;

(c) permit bids for work, goods and services for a specified portion of a larger contract package to permit smaller and more specialized firms to bid;

(d) design construction contracts so as to increase the opportunity for smaller and more specialized firms to bid; and

(e) avoid artificially inflated employment skills requirements not essential to the fulfilment of the contract.

7.10.3 If the Government of Canada contracts for work or the supply of goods and services or Construction within the Labrador Inuit Settlement Area, qualified Inuit Businesses shall, subject to meeting the technical and administrative conditions of the request for work, goods or services, be given fair consideration.

7.10.4 Whenever practicable and consistent with sound procurement management, and subject to the Government of Canada's international obligations, the following criteria, or as many as may be appropriate with respect to any particular contract, shall be included in the bid criteria established by the Government of Canada for the awarding of Government of Canada contracts for work or the supply of goods and services in the Labrador Inuit Settlement Area:

(a) the existence of the head office, administrative offices or other facilities in the Labrador Inuit Settlement Area;

(b) the employment of Inuit labour, engagement of Inuit professional services, or use of suppliers that are Inuit Businesses in carrying out the contracts; or

(c) the undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Inuit.

Employment

7.10.5 If Federal Public Service employment opportunities exist within the Labrador Inuit Settlement Area, the Government of Canada is committed to awarding those opportunities so as to achieve a representative public service in the Labrador Inuit Settlement Area that reflects the ratio of Inuit ordinarily resident in the Labrador Inuit Settlement Area to the total number of individuals ordinarily resident in the Labrador Inuit Settlement Area.

7.10.6 The Government of Canada shall remove employment barriers for Inuit in relation to Federal Public Service positions within the Labrador Inuit Settlement

Area by reviewing job qualifications and recruitment procedures and removing inappropriate requirements in respect of cultural factors, experience or education.

General

7.10.7 Once every 3 years, or at other intervals agreed to by the Inuit Central Government and Canada, the Inuit Central Government may make formal recommendations to the Minister with respect to the following as they apply to the Labrador Inuit Settlement Area:

(a) developing and implementing programs and strategies related to:

(i) human resource development, including training;

(ii) business, commercial and industrial activities; and

(iii) strengthening and maintaining the Inuit traditional economy;

(b) identifying or implementing strategies to increase Inuit employability and employment in the private sector and in the Federal Public Service under sections 7.10.5 and 7.10.6;

(c) developing strategies to increase the promotion and retention of Inuit within the Federal Public Service; and

(d) participation by the Inuit Central Government in mechanisms established by the Government of Canada to promote or support economic growth and improvement, including:

(i) identifying or implementing strategies to qualify Inuit Businesses to take advantage of business opportunities in both the public and private sectors in the Labrador Inuit Settlement Area; and

(ii) determining other initiatives for purposes of implementing this part.

7.10.8 The Minister shall make a decision to accept, reject or vary a recommendation of the Inuit Central Government referred to in 7.10.7 and shall notify the Inuit Central Government within 14 days of making the decision.

7.10.9 For greater certainty, nothing in section 7.10.7 prevents the Inuit Central Government from making, at any time, informal recommendations to the Minister with respect to any matter referred to in section 7.10.7.

Schedule 7-A: Matters Appropriate for Negotiation and Inclusion in an Inuit Impacts and Benefits Agreement (sections 7.7.5 and 7.7.19)

1. Preferential employment and training of Inuit.

2. Inuit involvement in management of the Development or Major Development.

3. Joint venture arrangements or other business arrangements between Inuit Businesses and the Developer.

4. Inuit participation in corporate ownership.

5. Income sharing arrangements between the Developer and the Inuit.

6. Employment conditions that are consistent with Inuit values and culture.

7. Language in the work place.

8. Research.

9. Scholarships.

10. Relationships with unions.

11. Compensation.

12. Performance bonds.

13. Special concerns relating to Environmental protection, Wildlife, Habitat, Fish and Fish Habitat and any disruption to the Environment, Wildlife, Habitat or Fish or Fish Habitat.

14. Inuit social and cultural protection, including protection of Archaeological Material and Archaeological Sites.

15. Environmental rehabilitation.

16. Monitoring, including short term and long term monitoring, of the Development or Major Development.

17. Special arrangements for Inuit participation in contracting.

18. Implementing and enforcing the Inuit Impacts and Benefits Agreement.

19. Resolution of disputes.

20. Use by Inuit of infrastructures and facilities related to the Development or Major Development.

21. Any other matters that the Inuit Central Government and the Developer consider to be relevant to the needs of the Development and those of the Inuit.

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Chapter 8: Voisey's Bay Project

8.1 Prior to the Agreement the Parties will negotiate rights in relation to lands and resources within the boundaries set out in schedule 8-A.

Schedule 8-A: Voisey's Bay Area

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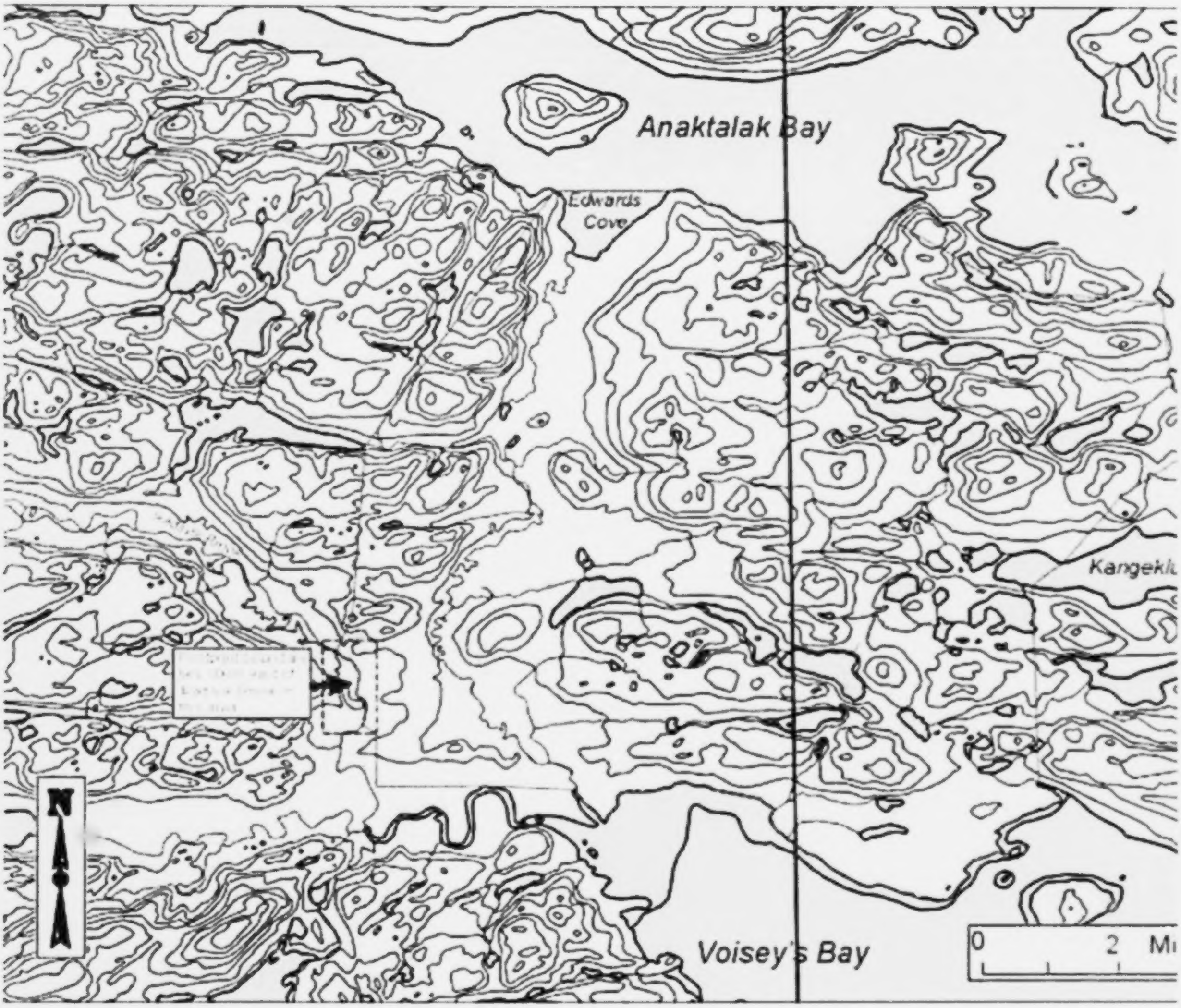
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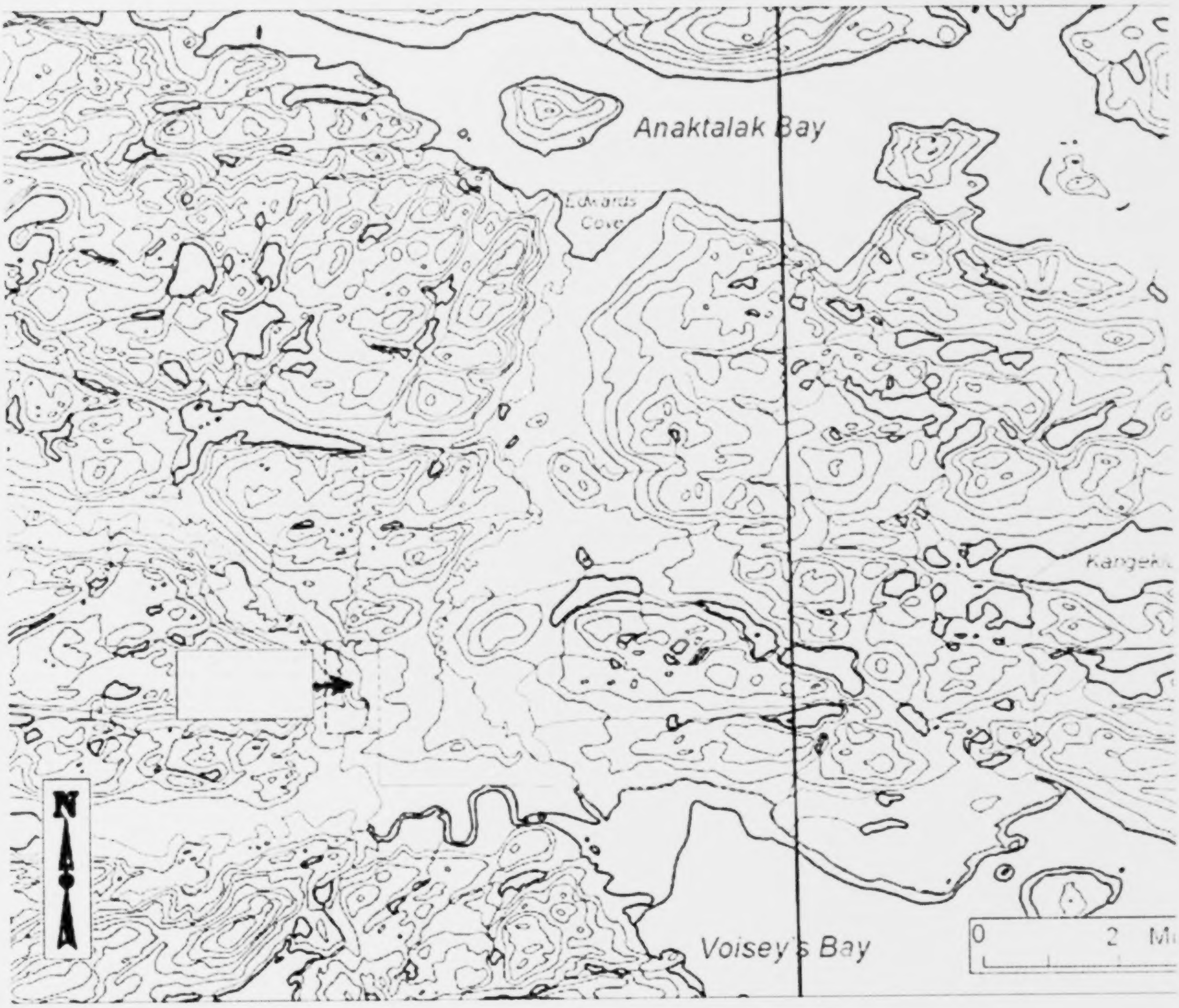
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Chapter 9: National Parks and Protected Areas

Part 9.1 Definitions

9.1.1 In this chapter:

"Park Impacts and Benefits Agreement" means an agreement with respect to a National Park or National Park Reserve under subsection 9.2.3(b) or section 9.3.2;

"Protected Area Agreement" means an agreement with respect to a Protected Area in accordance with this chapter.

Part 9.2 Torngat Mountains National Park Reserve

9.2.1 The Agreement shall provide for the establishment of a Torngat Mountains National Park Reserve, of approximately 3,000 square miles in the Labrador Inuit Settlement Area outside Labrador Inuit Lands.

9.2.2 Prior to the commencement of identification and selection of Labrador Inuit Lands under chapter 4, Newfoundland and Labrador Inuit Association will agree on the lands proposed for inclusion in the Torngat Mountains National Park Reserve and the interim measures for the protection of those lands.

9.2.3 Prior to the Agreement:

(a) Newfoundland and Canada shall negotiate an agreement providing for the transfer to Canada of administration and control of the Crown lands necessary for the establishment of a Torngat Mountains National Park Reserve;

(b) Canada and Labrador Inuit Association shall negotiate a Park Impacts and Benefits Agreement in relation to the Torngat Mountains National Park Reserve.

9.2.4 Prior to entering into the agreement referred to in subsection 9.2.3(a), Canada and Newfoundland shall consult Labrador Inuit Association about the proposed agreement.

9.2.5 The Torngat Mountains National Park Reserve management board shall be an advisory board. The Minister may accept or reject the advice of the Torngat Mountains National Park Reserve management board.

9.2.6 Parts 9.3 and 9.4, other than sections 9.3.1, 9.3.3 and 9.3.4, apply to this part.

Part 9.3 National Parks and National Park Reserves

9.3.1 Prior to entering into an agreement to establish a National Park or National Park Reserve in the Labrador Inuit Settlement Area, Canada and Newfoundland shall Consult the Inuit Central Government about the proposed agreement.

9.3.2 Prior to the establishment of a National Park or National Park Reserve in the Labrador Inuit Settlement Area, Canada and the Inuit Central Government shall negotiate a Park Impacts and Benefits Agreement which shall address any matter connected with the proposed National Park or National Park Reserve that might have a detrimental impact on Inuit or that could reasonably confer a benefit on Inuit and, in particular, may include provisions related to:

(a) the participation of the Inuit in the management of the proposed National Park or National Park Reserve through a cooperative management board that may advise the Minister on all matters related to park management;

(b) Mitigation of potential negative impacts of the proposed National Park or National Park Reserve on Inuit;

(c) the use of Inuit camps, cabins and travel routes for the exercise of the Harvesting rights of the Inuit in the proposed National Park or National Park Reserve;

(d) hiring of qualified Inuit in connection with the establishment, operation and maintenance of the proposed National Park or National Park Reserve;

(e) any opportunities for Inuit Businesses associated with the proposed National Park or National Park Reserve;

(f) archaeology, access to, and display of, archaeological materials in the proposed National Park or National Park Reserve;

(g) Inuit Harvesting;

(h) technology to extract Carving Stone, amount of Carving Stone that may be removed, physical access for purposes of extracting Carving Stone and the protection of the Environment and the integrity of a National Park or National Park Reserve in relation to the extraction of Carving Stone;

(i) terms and conditions for the exercise of the right of first refusal referred to in section 9.3.13; and

(j) any other matters Canada and the Inuit Central Government consider to be relevant to the needs of the proposed National Park or National Park Reserve and Inuit.

9.3.3 Any National Park Reserve management board or National Park management board shall be an advisory board. The Minister may accept or reject the advice of the National Park Reserve management board or National Park management board.

9.3.4 If Canada and the Inuit Central Government cannot conclude a Park Impacts and Benefits Agreement within 18 months of the conclusion of an agreement between Canada and Newfoundland providing for the transfer to Canada of administration and control of the lands necessary for the establishment of a National Park or National Park Reserve, or any other time agreed to by Canada and the Inuit Central Government, they shall select a conciliator who shall submit a report to Canada and the Inuit Central Government for consideration. If Canada and the Inuit Central Government cannot agree following conciliation, each party shall submit a report to the Minister within 60 days for the Minister's consideration and decision on the terms of the Park Impacts and Benefits Agreement.

9.3.5 Except as provided in a Park Impacts and Benefits Agreement or in sections 9.3.7 or 9.3.8, the establishment of a National Park or National Park Reserve in the Labrador Inuit Settlement Area shall not affect the rights of the Inuit under the Agreement.

9.3.6 If there is a Conflict between an Inuit Law and either a Park Impacts and Benefits Agreement or a federal Law of General Application relating to a National Park or National Park Reserve, the Park Impacts and Benefits Agreement or the federal Law of General Application prevails to the extent of the Conflict.

9.3.7 Except as provided in section 3.6.9 and except for quarrying of Quarry Material that may be required for construction necessary for, or related to, a National Park or a National Park Reserve, Exploration for and Development of Subsurface Resources shall not be permitted within a National Park or National Park Reserve in the Labrador Inuit Settlement Area.

9.3.8 There shall be no Commercial Wildlife Operations, commercial fishing, or commercial Harvesting of Plants and Aquatic Plants within National Parks and National Park Reserves in the Labrador Inuit Settlement Area, except for the trapping of Furbearers by Inuit in accordance with chapter 12 and non-consumptive commercial activities in relation to Wildlife and Fish.

9.3.9 Any provisions respecting archaeology in a Park Impacts and Benefits

Agreement shall be consistent with the regime applicable to land under the control and administration of Canada under chapter 15.

9.3.10 Notwithstanding section 9.3.2, where a Park Impacts and Benefits Agreement has been negotiated in respect of a National Park Reserve, no additional Park Impacts and Benefits Agreement shall be required solely by virtue of the National Park Reserve being designated a National Park.

9.3.11 Inuit shall not extract Carving Stone in a National Park or a National Park Reserve with power tools or explosives unless a permit to do so has been issued by the Minister. A permit shall not be denied unless the Minister has reason to believe that the use of power tools or explosives for the extraction of Carving Stone would impair the ecological integrity of the National Park or National Park Reserve, or be a hazard to public safety.

9.3.12 Where Canada intends to contract for the establishment, operation or maintenance of National Park or National Park Reserve facilities in the Labrador Inuit Settlement Area, Canada shall:

(a) give fair consideration to qualified Inuit contractors; and

(b) ensure that all contractors give fair consideration to qualified Inuit contractors.

9.3.13 The Inuit Central Government shall have the right of first refusal when Canada contracts out government services for the purpose of meeting Canada's objectives in a National Park or National Park Reserve in the Labrador Inuit Settlement Area.

9.3.14 Sections 9.3.12 and 9.3.13 shall not restrict the provisions of an Inuit Impacts and Benefits Agreement in relation to a proposed National Park or National Park Reserve in the Labrador Inuit Settlement Area that deals with economic benefits for Inuit.

Part 9.4 Archaeological Activities in National Parks and National Park Reserves

9.4.1 Canada shall Consult Newfoundland and the Inuit Central Government before carrying out, permitting or authorizing an Archaeological Activity in a National Park or National Park Reserve in the Labrador Inuit Settlement Area, and all cancellations of, or alterations to, the terms and conditions of any authorization or permit issued by Canada.

9.4.2 Canada shall provide Newfoundland and the Inuit Central Government the following information relative to any National Park or National Park Reserve in the

Labrador Inuit Settlement Area:

(a) copies of all reports, forms and records received from any Permit Holder as defined in chapter 15;

(b) Archaeological Site record forms for all known Archaeological Sites; and

(c) Archaeological Site inventory maps showing the location of all known Archaeological Sites.

Part 9.5 Protected Areas

9.5.1 The establishment of a Protected Area shall be subject to chapters 10 and 11.

9.5.2 Any Protected Area established within the Labrador Inuit Settlement Area outside Labrador Inuit Lands shall be established under Laws of General Application, subject to the provisions of the Agreement.

9.5.3 The Inuit Central Government may make Laws in relation to the establishment, use and operation of Protected Areas in Labrador Inuit Lands.

9.5.4 Nothing in section 9.5.3 confers jurisdiction on the Inuit Central Government to establish a national historic site.

9.5.5 If there is a Conflict between an Inuit Law under section 9.5.3 and a federal or provincial Law, the Inuit Law prevails to the extent of the Conflict.

9.5.6 Except as provided in a Protected Area Agreement, nothing in this part affects the rights of the Inuit or the Inuit Central Government under the Agreement.

9.5.7 If Canada or Newfoundland intend at any time to establish a Protected Area within the Labrador Inuit Settlement Area outside Labrador Inuit Lands, or to re-draw the boundaries of a Protected Area within the Labrador Inuit Settlement Area outside Labrador Inuit Lands, or otherwise act so as to increase or decrease the size of a Protected Area within the Labrador Inuit Settlement Area outside Labrador Inuit Lands, Canada or Newfoundland, as the case may be, shall Consult the Inuit Central Government.

9.5.8 If the rights and benefits of the Inuit under the Agreement may be affected by the establishment of a Protected Area in the Labrador Inuit Settlement Area outside Labrador Inuit Lands, the Minister shall, subject to section 9.5.11, negotiate with the Inuit Central Government for purposes of concluding a Protected Area Agreement with respect to the Protected Area.

9.5.9 A Protected Area Agreement shall address all matters relevant to the establishment, development and operation of a Protected Area and any matter connected with the Protected Area that might have a detrimental impact on Inuit or that could reasonably confer a benefit on Inuit and, in particular, shall include provisions related to:

(a) steps that will be taken by the relevant Parties in the establishment of the Protected Area;

(b) management of the Protected Area;

(c) Mitigation of potential negative impacts of the Protected Area on Inuit;

(d) the use of Inuit camps, cabins and travel routes for the exercise of Harvesting rights of the Inuit in the Protected Area;

(e) hiring of qualified Inuit in connection with the establishment, development and operation of the Protected Area;

(f) archaeology; and

(g) any opportunities for Inuit Businesses associated with the Protected Area.

9.5.10 A Protected Area Agreement shall be consistent with chapter 15.

9.5.11 If the Minister intends to establish a Protected Area in the Labrador Inuit Settlement Area outside Labrador Inuit Lands for the purposes of Conservation, as defined in chapter 12 or 13, and a Protected Area Agreement cannot be concluded within 120 days of the commencement of negotiations, the Minister may establish the Protected Area without first concluding a Protected Area Agreement with the Inuit Central Government and any matter in dispute may be referred by the Inuit Central Government to arbitration under chapter 21.

9.5.12 If the Minister intends to establish a Protected Area in the Labrador Inuit Settlement Area outside Labrador Inuit Lands for any purpose other than for purposes of Conservation as defined in chapter 12 or 13, and a Protected Area Agreement cannot be concluded with the Inuit Central Government within 120 days of the commencement of negotiations, any matter in dispute may be referred to arbitration under chapter 21.

9.5.13 In addition to any other rights of access and use enjoyed by Inuit under the Agreement or a Protected Area Agreement, Inuit shall have a right of entry at no cost into Protected Areas within the Labrador Inuit Settlement Area, but nothing in this section creates a right to free use of facilities for which user fees are charged in a Protected Area.

9.5.14 Government publications informing the public about a Protected Area in the Labrador Inuit Settlement Area shall be made available in Inuktitut in addition to any other language required under Laws of General Application.

Table of Contents Chapter 10

Chapter 10: Land Use Planning

Part 10.1 Definitions

10.1.1 In this chapter:

"Appeal Board" means the Appeal Board established under section 10.10.2;

"Planning Authorities" means Newfoundland and the Inuit Central Government;

"Planner" means the individual or individuals appointed by the Minister under section 10.4.1; and

"Steering Committee" means the body referred to in part 10.3.

Part 10.2 General

10.2.1 The provisions of this chapter apply to all lands, waters and resources in the Labrador Inuit Settlement Area other than lands under the control and administration of Canada and Tidal Waters within the jurisdiction of Canada.

10.2.2 Subject to the provisions of this chapter, the *Urban and Rural Planning Act* applies to land use planning in the Labrador Inuit Settlement Area.

10.2.3 A draft of the Land Use Plan for the control of land, water and resource use in the Labrador Inuit Settlement Area shall be prepared in accordance with this chapter and the *Urban and Rural Planning Act* and shall be submitted to the Planning Authorities, under section 10.5.5, within 3 years after the Effective Date or other time period agreed to by the Planning Authorities.

10.2.4 The draft of the Land Use Plan referred to in section 10.2.3 shall be accompanied by draft regulations recommended for implementation of the Land Use Plan.

10.2.5 A municipal plan under the *Urban and Rural Planning Act* which is in effect in the Labrador Inuit Settlement Area at the time the Land Use Plan comes into effect shall be amended to conform to the Land Use Plan.

10.2.6 A municipal plan under the *Urban and Rural Planning Act* within the Labrador Inuit Settlement Area or under an Inuit Law within Labrador Inuit Lands prepared subsequent to the time the Land Use Plan comes into effect shall conform to the Land Use Plan.

10.2.7 The Planning Authorities, through the planning process referred to in this chapter and thereafter, may collaborate with the federal Minister for purposes of achieving the objectives of Canada's oceans management strategy under part 2 of the *Oceans Act*.

10.2.8 For greater certainty, and notwithstanding sections 10.7.2 and 10.7.3, the Land Use Plan is not binding on Canada.

Part 10.3 Steering Committee

10.3.1 There shall be a Steering Committee comprised of four members appointed jointly by the Planning Authorities who shall appoint individuals having knowledge and experience in land use planning.

10.3.2 If the Planning Authorities fail to agree on joint appointments to the Steering Committee within 60 days of commencing discussions under section 10.3.1, each Planning Authority may appoint two members.

10.3.3 The members of the Steering Committee shall select a chairperson from among their membership.

10.3.4 The Steering Committee shall direct the preparation of the draft of the Land Use Plan referred to in section 10.2.3.

10.3.5 The Steering Committee may adopt rules for its procedures, including rules for the calling of meetings, the conduct of business and the carrying on of the work of the Steering Committee.

10.3.6 The members of the Steering Committee shall receive remuneration for their services as members and shall be paid the expenses necessarily incurred in the discharge of their duties. A public servant appointed to the Steering Committee shall not receive remuneration in excess of that received as a public servant.

10.3.7 The Steering Committee shall disband and cease its operation upon the coming into effect of the Land Use Plan in accordance with part 10.7.

Functions of the Steering Committee

10.3.8 The Steering Committee shall, after Consultation with the Planner:

(a) establish principles to guide land use planning in the Labrador Inuit

Settlement Area;

(b) establish the objectives of the land use planning process;

(c) establish the factors to be considered and accounted for in the development of the Land Use Plan for the Labrador Inuit Settlement Area; and

(d) perform any other functions that may be agreed upon by the Steering Committee and the Planning Authorities.

Part 10.4 Preparation of the Land Use Plan

10.4.1 The Minister shall appoint a planner or planners to prepare a draft of the Land Use Plan referred to in section 10.2.3.

10.4.2 The Planner shall be appointed from nominations of the Steering Committee and the terms of the appointment shall be established by the Minister in Consultation with the Steering Committee.

Draft of the Land Use Plan

10.4.3 The draft of the Land Use Plan referred to in section 10.2.3 shall take into consideration and account for:

(a) the natural resources of the Labrador Inuit Settlement Area, including Water and existing patterns of natural resource use;

(b) the health, quality of life, the economic opportunities that are and may be available to the residents of the Labrador Inuit Settlement Area, and the economic needs of the residents of the Labrador Inuit Settlement Area;

(c) Environmental considerations, including Wildlife, Plants and Habitat and Fish, Aquatic Plants and Fish Habitat;

(d) Protected Areas, National Park Reserves and National Parks;

(e) cultural factors and priorities, including the protection and preservation of Archaeological Sites, sites of religious or spiritual significance to Inuit, Inuit burial sites and Aullâsimavet;

(f) particular local and regional considerations;

(g) considerations respecting the management of estuarine, coastal and marine ecosystems;

(h) the rights of the Inuit as set out in the Agreement; and

(i) any other requisites that, in the opinion of the Steering Committee and the Planner, are necessary or desirable.

10.4.4 Once the Steering Committee is satisfied with the draft of the Land Use Plan referred to in section 10.2.3, it shall forward the draft to the Inuit Central Government and the Minister.

10.4.5 Within a period of 60 days from the time when the draft of the Land Use Plan referred to in section 10.2.3 is forwarded to the Inuit Central Government and the Minister under section 10.4.4, the Inuit Central Government and the Minister shall provide their recommendations and comments regarding the draft of the Land Use Plan to the Steering Committee. The Steering Committee may direct the Planner to revise the draft of the Land Use Plan.

10.4.6 Once the Steering Committee is satisfied with the revised draft of the Land Use Plan, referred to in section 10.4.5, it shall forward the revised draft to the Inuit Central Government and the Minister.

Part 10.5 Public Hearings

10.5.1 Once the steps required under part 10.4 have been completed, the draft of the Land Use Plan shall be the subject of public hearings to be held within the Labrador Inuit Settlement Area and other locations as determined by the Planning Authorities.

10.5.2 The Planning Authorities shall jointly appoint a commissioner who shall hold public hearings and who shall consider representations regarding the draft of the Land Use Plan from any Person, municipality or Government.

10.5.3 Within a period of six months of the appointment under section 10.5.2, the commissioner shall report and provide recommendations to the Planning Authorities with respect to the draft of the Land Use Plan.

10.5.4 The Planning Authorities shall Consult each other on the report and recommendations referred to in section 10.5.3 and shall include the Steering Committee in their Consultation.

10.5.5 After Consultation under section 10.5.4, the Steering Committee may revise the draft of the Land Use Plan and shall forward it for approval of the Planning

Authorities.

Part 10.6 Approval of the Plan

10.6.1 Upon receipt of the draft of the Land Use Plan referred to in section 10.5.5, the Minister, with the approval of the Lieutenant Governor in Council, may:

(a) accept the draft of the Land Use Plan without or upon conditions;

(b) modify the draft of the Land Use Plan; or

(c) reject the draft of the Land Use Plan and substitute a Land Use Plan for a matter within areas of provincial jurisdiction in the Labrador Inuit Settlement Area outside Labrador Inuit Lands and in Labrador Inuit Lands with respect to Water Use.

10.6.2 Upon receipt of the draft of the Land Use plan referred to in section 10.5.5, the Inuit Central Government may:

(a) accept the draft of the Land Use Plan either without or upon conditions;

(b) modify the draft of the Land Use Plan; or

(c) reject the draft of the Land Use Plan and substitute a Land Use Plan for Labrador Inuit Lands in accordance with the Agreement.

10.6.3 If a Planning Authority within its jurisdiction rejects the draft of the Land Use Plan referred to in section 10.5.5, written reasons shall be given to the Steering Committee and the other Planning Authority to explain the rejection.

10.6.4 The discretion of the Inuit Central Government under section 10.6.2 shall not apply to Water Use on Labrador Inuit Lands, but the Minister shall Consult the Inuit Central Government prior to accepting, accepting with conditions, modifying or rejecting the draft of the Land Use Plan referred to in section 10.5.5 and, where the draft of the Land Use Plan is rejected, substituting a Land Use Plan with respect to Water Use in Labrador Inuit Lands.

10.6.5 The draft of the Land Use Plan referred to in section 10.5.5 shall, subject to part 10.7, take effect as the Land Use Plan to the extent of its acceptance by the Planning Authorities under part 10.6

Part 10.7 Implementation of the Plan

10.7.1 The Land Use Plan shall be implemented on Labrador Inuit Lands by the Inuit Central Government and elsewhere within the Labrador Inuit Settlement Area by the Minister.

10.7.2 For matters within provincial jurisdiction outside Labrador Inuit Lands and with respect to Water Use in Labrador Inuit Lands, the Land Use Plan shall come into effect on the date of publication of a notice by the Minister in the Newfoundland Gazette, after which date the Land Use Plan shall be binding upon all Persons, including public authorities.

10.7.3 The Land Use Plan shall come into effect on Labrador Inuit Lands when it has been proclaimed and published as an Inuit Law under section 17.5.1, after which date the Land Use Plan shall be binding on all Persons, including public authorities.

Part 10.8 Existing and Non-Conforming Uses

10.8.1 Any use of land, Water, Tidal Waters, or buildings legally existing within the Labrador Inuit Settlement Area when the Land Use Plan comes into effect may continue subject to the Agreement.

10.8.2 Any non-conforming use of land, Water, Tidal Waters, or buildings legally existing within the Labrador Inuit Settlement Area when the Land Use Plan comes into effect or which becomes non-conforming as a result of an amendment to the Land Use Plan may continue without conforming to the Land Use Plan.

10.8.3 Unless otherwise provided in the Agreement, any non-conforming use permitted under section 10.8.1 or 10.8.2 which ceases for a period of 1 year shall lose its status as a permitted non-conforming use.

10.8.4 Except as provided in sections 10.8.1 and 10.8.2, no new use of land, Water, Tidal Waters, or buildings within the Labrador Inuit Settlement Area outside Labrador Inuit Lands, other than one which conforms to a municipal plan, shall be permitted between the Effective Date and the date when the Land Use Plan comes into effect without Consultation with the Inuit Central Government.

Part 10.9 Amendments to the Plan

10.9.1 The Planning Authorities shall jointly review the Plan every 5 years from the date when the Land Use Plan comes into effect throughout the Labrador Inuit

Settlement Area.

10.9.2 Recommendations for amendments to the Land Use Plan may be made to the Planning Authorities at any time after the Land Use Plan comes into effect.

10.9.3 If an amendment of the Land Use Plan is, in the opinion of the Planning Authorities, necessary or desirable, the Land Use Plan shall be amended in accordance with the *Urban and Rural Planning Act*, Inuit Laws made under section 10.11.1 and this part.

10.9.4 Unless otherwise agreed by the Planning Authorities, an amendment to the Land Use Plan shall be subject to the public hearing process referred to in sections 10.5.1 through 10.5.3.

10.9.5 Amendments to the Land Use Plan shall be approved and implemented in accordance with the provisions of parts 10.6 and 10.7.

10.9.6 With the exception of Water Use on Labrador Inuit Lands, the Inuit Central Government, at its sole discretion, may accept or reject an amendment to the Land Use Plan as the amendment applies to Labrador Inuit Lands.

Part 10.10 Appeals

10.10.1 A decision of a Planning Authority regarding implementation of the Land Use Plan may be appealed pursuant to the appeal provisions of the *Urban and Rural Planning Act* and this part.

10.10.2 The Minister shall establish an Appeal Board to hear appeals made under section 10.10.1. For appeals pertaining to the Labrador Inuit Settlement Area, the Minister shall appoint to the Appeal Board two members from nominations provided by the Inuit Central Government.

10.10.3 Appeals regarding the implementation of the Land Use Plan within Labrador Inuit Lands shall be heard by a panel of three members of the Appeal Board, a majority of whom shall be members nominated by the Inuit Central Government.

10.10.4 For appeals regarding implementation of the Land Use Plan in the Labrador Inuit Settlement Area outside Labrador Inuit Lands, a quorum of the Appeal Board shall include a majority of members who are residents of the Labrador Inuit Settlement Area.

10.10.5 A decision of the Appeal Board shall be final and binding, subject only to judicial review in accordance with section 10.10.6.

10.10.6 Judicial review of a decision of the Appeal Board by the Supreme Court of Newfoundland, Trial Division, shall be available at the motion of the appellant, the Inuit Central Government or the Minister in accordance with provincial Laws.

Part 10.11 Jurisdiction of the Inuit Central Government

10.11.1 The Inuit Central Government may make laws in relation to:

(a) the acceptance, modification or rejection of the draft of the Land Use Plan referred to in section 10.5.5 as it applies to Labrador Inuit Lands;

(b) the substitution and approval of a Land Use Plan for Labrador Inuit Lands;

(c) the implementation of the Land Use Plan in Labrador Inuit Lands;

(d) the permitting of land uses in Labrador Inuit Lands which conform to the Land Use Plan;

(e) the review and amendment of the Land Use Plan as it applies to Labrador Inuit Lands; and

(f) the nomination of members of the Appeal Board.

10.11.2 If there is a Conflict between an Inuit Law made under section 10.11.1 and a provincial Law, the Inuit Law prevails to the extent of the Conflict.

Part 10.12 Municipal Plans

10.12.1 Subject to sections 10.12.2 and 10.12.3, Inuit Community Governments may establish municipal plans in accordance with the *Urban and Rural Planning Act*.

10.12.2 Inuit Community Governments shall Consult the Minister and Inuit Central Government in the preparation of municipal plans.

10.12.3 Inuit Community Governments shall have the final approval of municipal plans within Inuit Communities except for approval of Water Use in Inuit Communities and, for greater certainty, any part of a municipal plan with respect to the Use of Water in an Inuit Community is subject to the approval of the Minister.

Table of Contents Chapter 11

Chapter 11: Environmental Assessment

Part 11.1 Definitions

11.1 In this chapter:

"Authority" means a federal or Newfoundland authority, or both, as the case may be, including a Minister, responsible for taking an action or making a decision pursuant to the *Canadian Environmental Assessment Act* or the Newfoundland *Environmental Assessment Act*.

Part 11.2 General

Approvals

11.2.1 No Project in Labrador Inuit Lands shall commence until an Environmental Assessment, if required, has been completed and any necessary permits, licences or other authorizations required for the Project to be carried out have been issued by an Authority or by the Inuit Central Government under an Inuit Law.

General Harmonization

11.2.2 The Parties agree to take appropriate measures to avoid unnecessary overlap and duplication in the conduct of Environmental Assessments where Projects or Undertakings may be subject to more than one Environmental Assessment process. Efforts to harmonize Environmental Assessment requirements will be premised on the objective of achieving a single environmental assessment process, resulting in increased effectiveness, transparency and public accountability, and efficiency and predictability in Environmental Assessment.

Harmonization for a Specific Project

11.2.3 If a Project is subject to more than one Environmental Assessment, the relevant Authority and the Inuit Central Government shall, having regard to any harmonization agreement, including any harmonization measures referred to in section 11.2.2, negotiate an agreement or arrangement for the coordination and harmonization of the applicable Environmental Assessment processes so as to avoid unnecessary overlap and duplication while also meeting their respective decision-making needs with respect to the Project.

11.2.4 For greater certainty, and notwithstanding any harmonization agreement or arrangement respecting Environmental Assessment under this chapter, each of the

Inuit Central Government and the Authorities retains the capacity to take an action and make decisions in relation to a Project and to issue permits, licenses, funding, or other authorizations in relation to a Project for matters within its legislative authority or jurisdiction.

Absence of Harmonization

11.2.5 In the absence of a harmonization agreement or harmonization measures under section 11.2.2 or 11.2.3, sections 11.2.6, 11.2.7, 11.2.8 and 11.2.9 apply with respect to a Project or Undertaking, as the case may be.

Notice of Project

11.2.6 When the Inuit Central Government receives a registration document or an application for a Project or an application for a permit, licence or authorization in relation to a Project and the Project, in the opinion of the Inuit Central Government, may reasonably be expected to have adverse Environmental Effects, the Inuit Central Government shall give notice of the Project to the provincial Minister and to the Minister responsible for the *Canadian Environmental Assessment Act*.

11.2.7 When an Authority receives a registration document or an application for a Project or an application for a permit, licence or authorization in relation to a Project and the Project, in the opinion of the Authority, may reasonably be expected to have adverse Environmental Effects, the Authority shall give notice of the Project to the Inuit Central Government and to the other Authority.

Notice of Undertaking

11.2.8 When an Authority receives a registration document or an application for an Undertaking or an application for a permit, licence or authorization in relation to an Undertaking and the Undertaking, in the opinion of the relevant Authority, may reasonably be expected to have adverse Environmental Effects in the Labrador Inuit Settlement Area, the Authority shall give notice of the Undertaking to the Inuit Central Government.

Consultation Respecting Process

11.2.9 Upon giving or receiving a notice under section 11.2.6, 11.2.7 or 11.2.8, the Inuit Central Government and the relevant Authority shall, before making any further determination or taking any further action in relation to the Project or Undertaking, Consult about:

(a) how their respective Environmental Assessment processes are to be applied; and

(b) whether any harmonization is to be pursued in relation to the

Environmental Assessment of the Project or Undertaking.

Matters to be Considered in an Environmental Assessment of a Project

11.2.10 Notwithstanding a harmonization agreement or harmonization measures under section 11.2.2 or 11.2.3, an Environmental Assessment of a Project shall consider and where appropriate take account of, but not be limited to, the following:

(a) definition and scope of the Project;

(b) the scope of the assessment;

(c) the purpose of the Project, the need for the Project and alternatives to the Project;

(d) description of the existing Environment and its relation to the Project;

(e) any Environmental Effects of the Project including the Environmental Effects of malfunctions or accidents that may occur in connection with the Project, and any cumulative Environmental Effects that are likely to occur in combination with other undertakings, projects, works or activities that have been or will be carried out;

(f) impacts in Labrador Inuit Lands and the Inuit Communities and impacts on Inuit Harvesting, land use and rights as set out in the Agreement;

(g) the significance of the Environmental Effects and impacts referred to in subsections (e) and (f);

(h) the well-being and quality of life of residents in any community in the Labrador Inuit Settlement Area potentially affected by the Project;

(i) comments from the public;

(j) measures that are technically and economically feasible and that would Mitigate any significant adverse Environmental Effects of the Project;

(k) alternative means of carrying out the Project that are technically and economically feasible and the Environmental Effects of those alternative means;

(l) the need for and requirements of a follow up program in respect of the Project;

(m) the capacity of renewable resources that are likely to be significantly affected by the Project to meet the needs of the present and those of the future;

(n) the protection of the Environment and its eco-systemic integrity;

(o) Inuit knowledge; and

(p) the scope of the assessment factors referred to in subsections (c) through (o).

Part 11.3 Inuit Central Government Jurisdiction

Power to Require Environmental Assessments

11.3.1 Except as provided in section 11.3.2, the Inuit Central Government may require an assessment of the Environmental Effects of a Project in Labrador Inuit Lands in relation to any approval, permit, licence or authorization it may issue under an Inuit Law and may decide whether a Project in Labrador Inuit Lands should be allowed to proceed and, if so, on what conditions.

11.3.2 The Inuit Central Government may require an assessment of the Environmental Effects of an undertaking, project, work or activity related to Exploration in Labrador Inuit Lands under Inuit Laws only if the undertaking, project, work or activity is subject to an Environmental Assessment under the *Canadian Environmental Assessment Act* or the Newfoundland *Environmental Assessment Act*.

Power to Make Environmental Assessment Laws

11.3.3 Except as provided in section 11.3.2, the Inuit Central Government may make laws in relation to the assessment of the Environmental Effects of Projects in Labrador Inuit Lands, including laws to:

(a) establish an Environmental assessment process;

(b) establish standards and requirements for the Environmental assessment of Projects in Labrador Inuit Lands;

(c) establish a list of undertakings, projects, works or activities which constitute a Project in Labrador Inuit Lands;

(d) prescribe Projects or classes of Projects in Labrador Inuit Lands for which an Environmental assessment is required; and

(e) enter into agreements with Authorities for purposes of harmonizing the Environmental assessment process pursuant to Inuit Laws made under this part with Environmental Assessment processes under federal and provincial Laws.

11.3.4 If there is a Conflict between an Inuit Law made under this part and the *Canadian Environmental Assessment Act* or the Newfoundland *Environmental Assessment Act*, the *Canadian Environmental Assessment Act* or the Newfoundland *Environmental Assessment Act* prevails to the extent of the Conflict.

Other Duties and Functions

11.3.5 The Inuit Central Government may exercise the duties and functions specified in sections 11.2.7 and 11.2.8 and parts 11.5, 11.6, 11.7 and 11.8 in relation to Projects and Undertakings outside Labrador Inuit Lands.

Part 11.4 Inuit Environmental Assessment Process

Assessment under Inuit Laws

11.4.1 If a Project in Labrador Inuit Lands requires a decision, approval, permit, licence or authorization of the Inuit Central Government under an Inuit Law, but does not require a decision, approval, permit, licence or authorization of an Authority, it may be assessed solely under Inuit Laws.

Assessment under Inuit Laws and Laws of General Application

11.4.2 If a Project in Labrador Inuit Lands requires a decision, approval, permit, licence or authorization of the Inuit Central Government under an Inuit Law and of an Authority, it may be assessed under Inuit Laws and shall, as applicable, be assessed under the *Canadian Environmental Assessment Act* and the Newfoundland *Environmental Assessment Act*.

Inuit Central Government Approval

11.4.3 Subject to this part and Laws of General Application, a Project in Labrador Inuit Lands shall not proceed unless the Inuit Central Government determines that the Project may proceed, with or without conditions, and has issued all necessary permits, licences and authorizations under Inuit Laws.

Report to the Provincial Authority

11.4.4 Upon completion of an Environmental Assessment of a Project in Labrador Inuit Lands under Inuit Laws, the Inuit Central Government shall provide the provincial Authority with a report on the matters referred to in section 11.2.10.

Consultation Prior to Decision

11.4.5 Prior to making any decision or taking any action that would allow a Project in Labrador Inuit Lands to proceed, the Inuit Central Government shall Consult the provincial Authority.

Part 11.5 Provincial Environmental Assessment Process

General Process Requirements

11.5.1 With respect to a Project in the Labrador Inuit Settlement Area, outside Labrador Inuit Lands, the provincial Authority shall:

(a) provide the Inuit Central Government with timely notice of, and relevant, available information on, the Project and the potential adverse Environmental Effects;

(b) Consult the Inuit Central Government about the Environmental Effects of the Project;

(c) Consult the Inuit Central Government about the best way to achieve meaningful participation of Inuit in any Environmental Assessment under the Newfoundland *Environmental Assessment Act* if, in the opinion of the Provincial Authority, the Project may reasonably be expected to have adverse Environmental Effects in Labrador Inuit Lands or adverse effects on Inuit rights under the Agreement; and

(d) provide the Inuit Central Government with a report on the matters referred to in section 11.2.10 upon completion of an Environmental Assessment of the Project.

Consultation Prior to Decision

11.5.2 Prior to making any decision or taking any action that would allow a Project in the Labrador Inuit Settlement Area, outside Labrador Inuit Lands, to proceed, the provincial Authority shall Consult the Inuit Central Government.

Public Reviews in the Labrador Inuit Settlement Area Under Provincial Environmental Assessment Process

11.5.3 If a provincial Authority establishes a board, tribunal or public review panel under the Newfoundland *Environmental Assessment Act* to provide advice or make recommendations with respect to a Project, the Inuit Central Government shall:

(a) be entitled to nominate one or more members of the board, tribunal or public review panel in accordance with the provisions of this part;

(b) have standing before the board, tribunal or public review panel;

(c) receive the report of the board, tribunal or public review panel on completion of the Environmental Assessment process including the rationale, conclusions, and recommendations of the board, tribunal or public review panel; and

(d) be Consulted by the Authority in accordance with the provisions of subsections 11.5.1 (b) and (c) and section 11.5.9.

Panels for Projects in Labrador Inuit Lands

11.5.4 If a Project in Labrador Inuit Lands is being assessed by a board, tribunal or public review panel under the Newfoundland *Environmental Assessment Act*, the members of the board, tribunal or public review panel shall be appointed by the Inuit Central Government and the provincial Authority from a list comprised of equal numbers of nominations by each of the Inuit Central Government and the provincial Authority.

11.5.5 For purposes of section 11.5.4, one half of the members appointed to the board, tribunal or public review panel, other than the chairperson, shall be Inuit Central Government nominees and the chairperson shall be jointly selected by the Inuit Central Government and the provincial Authority.

Panels for Projects in the Labrador Inuit Settlement Area Outside Labrador Inuit Lands

11.5.6 If a Project in the Labrador Inuit Settlement Area, outside Labrador Inuit Lands, is being assessed by a board, tribunal or public review panel under the Newfoundland *Environmental Assessment Act*, the Inuit Central Government shall provide to the provincial Authority a list of nominees and the provincial Authority shall appoint to the board, tribunal or public review panel, at least one member who is a nominee of the Inuit Central Government.

Panels for Projects Partly in Labrador Inuit Lands

11.5.7 Where a Project is proposed to be located or carried out both in Labrador Inuit Lands and in the Labrador Inuit Settlement Area, outside Labrador Inuit Lands, and is being assessed by a board, tribunal or public review panel under the

Newfoundland *Environmental Assessment Act*, the provincial Authority and the Inuit Central Government shall appoint the members from a list comprised of nominations from the Inuit Central Government and the Authority.

Panel Report to the Provincial Authority and the Inuit Central Government

11.5.8 Upon completion of an Environmental Assessment conducted by a board, tribunal or public review panel referred to in sections 11.5.4, 11.5.6 and 11.5.7, the board, tribunal or public review panel shall prepare and submit a report to the provincial Authority and the Inuit Central Government which shall include, but shall not be limited to:

(a) a description of the Environmental Assessment process, including provisions for public participation;

(b) a summary of any comments and recommendations from the public; and

(c) the rationale, conclusions, recommendations and where applicable, Mitigation measures and monitoring requirements recommended by the board, tribunal or public review panel.

Intergovernmental Consultation Prior to Decisions

11.5.9 The Inuit Central Government and the provincial Authority shall discuss the report referred to in section 11.5.8 with a view to reaching agreement on whether each of them, within their respective jurisdictions, will allow the Project to proceed and, if so, on what conditions.

Decisions in Absence of Agreement

11.5.10 If the Inuit Central Government and the provincial Authority fail to reach agreement on the matters referred to in section 11.5.9 within any time frame established by Law for taking an action or making a decision with respect to the Project, the Inuit Central Government and the provincial Authority, within their respective jurisdictions, may take an action or make a decision notwithstanding section 11.5.9.

Undertakings Solely Within Provincial Jurisdiction

11.5.11 If, in the opinion of the Provincial Authority, an Undertaking that is subject to the Newfoundland *Environmental Assessment Act* may reasonably be expected to have adverse Environmental Effects in the Labrador Inuit Settlement Area or adverse effects on Inuit rights under the Agreement, the provincial Authority shall:

(a) Consult the Inuit Central Government about the Environmental Assessment applicable to the Undertaking;

(b) Consult the Inuit Central Government about the possible participation of the Inuit and the Inuit Central Government in that Environmental Assessment; and

(c) in any event, Consult the Inuit Central Government before making any decision or taking any action to allow the Undertaking to proceed.

Part 11.6 Federal Environmental Assessment Process

General Process Requirements

11.6.1 If, in the opinion of the federal Authority, a Project or an Undertaking that is subject to the *Canadian Environmental Assessment Act* may reasonably be expected to have adverse Environmental Effects in the Labrador Inuit Settlement Area or have adverse effects on Inuit rights under the Agreement, the appropriate Authority shall ensure that the Inuit Central Government:

(a) receives timely notice of, and relevant, available information in Canada's possession on the Project or Undertaking and the potential Environmental Effects;

(b) is Consulted about the Environmental Effects of the Project or Undertaking;

(c) is Consulted about the best way to achieve meaningful participation of Inuit in the Environmental Assessment; and

(d) receives the report generated as a result of the Environmental Assessment process, including, where applicable, the rationale, conclusions, and recommendations of the official, mediator or public review panel that carried out the Environmental Assessment.

Consultation Prior to Decisions

11.6.2 A federal Authority shall Consult the Inuit Central Government before taking any action that would allow a Project or Undertaking, referred to in section 11.6.1, to proceed or making a decision to issue a permit, license, funding, or other authorization in relation to the Project or Undertaking.

Public Reviews Under Federal Assessment Process

11.6.3 If Canada undertakes a public review under the *Canadian Environmental Assessment Act* for a Project or Undertaking referred to in section 11.6.1:

(a) in the case of a Project, at least one member of the public review panel shall be a nominee of the Inuit Central Government; and

(b) in the case of an Undertaking, members of the public review panel shall be selected from a list that includes candidates nominated by the Inuit Central Government.

11.6.4 If Canada intends to appoint a mediator to assist in conducting an Environmental Assessment under the *Canadian Environmental Assessment Act* with respect to a Project or Undertaking referred to in section 11.6.1, the appropriate federal Authority shall Consult the Inuit Central Government before making the appointment.

11.6.5 The Inuit Central Government shall, in addition to its functions and duties in relation to the matters referred to in sections 11.6.1 and 11.6.2 with respect to public reviews, be entitled to make representations to the mediator or public review panel.

11.6.6 Upon completion of the mediation or of the hearings of the public review panel, the mediator or public review panel shall prepare and submit a report to the relevant Authorities and the Inuit Central Government which shall include, but shall not be limited to:

(a) a description of the Environmental Assessment process, including provisions for public participation;

(b) a summary of any comments and recommendations from the public; and

(c) the rationale, conclusions, recommendations and where applicable, Mitigation measures and monitoring requirements recommended by the mediator or public review panel.

Part 11.7 Monitoring

11.7.1 If a Project or an Undertaking which may reasonably be expected to have adverse Environmental Effects in the Labrador Inuit Settlement Area is allowed to proceed, subject to a permit, licence or other authorization containing conditions that require Mitigation measures, the Inuit Central Government and the relevant Authorities, within their respective jurisdictions, shall:

(a) co-ordinate their responsibilities for follow-up and compliance monitoring to the extent possible; and

(b) in the exercise of their powers or the performance of their duties and functions under the Agreement, Law, or in any manner they consider necessary, ensure that any Mitigation measures which they consider to be appropriate are implemented.

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Chapter 12: Wildlife and Plants

Part 12.1 Definitions

12.1.1 In this chapter:

"Board" means the Torngat Wildlife and Plants Co-Management Board established under section 12.8.1;

"Commercial Plant Operation" means an undertaking which Harvests Plants in the Labrador Inuit Settlement Area for commercial purposes but excludes an undertaking that Harvests less than 5,000 board feet of trees for saw logs, construction timber or pulp wood or 10 cords of firewood per annum;

"Conservation" means the management of Wildlife, Plants and Habitat, including the management of human activities in relation to them, to foster Sustainable Utilization and maintenance of natural populations, bio-diversity and ecological processes;

"Immediate Family" means spouse, parent, brother, sister, child, grandchild, son-in-law and daughter-in-law;

"Inuit Commercial Wildlife Operation" means a Commercial Wildlife Operation owned by an Inuit Business;

"Inuit Harvest Level" means the amount of a species of Wildlife or Plants established under part 4;

"Non-Migratory Species of Wildlife" means all Wildlife, other than Caribou and Migratory Birds;

"Permanent Long-Term Resident" means an individual, other than a Beneficiary, who has resided in the Labrador Inuit Settlement Area for no less than 10 consecutive years prior to the 30th day of November, 1990 and who at all times after that date is ordinarily resident in the Labrador Inuit Settlement Area and includes his or her descendants who are ordinarily resident in the Labrador Inuit Settlement Area at all times after that date;

"Precautionary Approach" means to err on the side of caution;

"Qualified Inuit Guide" means a guide licensed by the Inuit Central Government who has also satisfied the qualifications for guides established under provincial Legislation;

"Spouse" means a husband or wife under Laws of General Application or an Inuit Law, and includes an individual co-habiting as a husband or wife;

"Subsistence" means hunting, trapping and gathering Wildlife and Plants as the primary, non-commercial, means of providing food and fuel for an individual and his or her immediate household;

"Sustainable Utilization" means the use and management of Wildlife, Plants and Habitat without impairing their natural viability in order to meet the needs of the present without compromising the ability of the future generations to meet their own needs; and

"Total Allowable Harvest" means a total amount of Wildlife or Plants able to be lawfully Harvested.

Part 12.2 General

12.2.1 For purposes of this chapter, Conservation and the use of the Precautionary Approach are priorities in decision-making which relates to or directly affects Wildlife, Plants and Habitat in the Labrador Inuit Settlement Area.

12.2.2 Subject to this chapter, the Inuit have the exclusive right to Harvest Wildlife and Plants in Labrador Inuit Lands.

Part 12.3 Inuit Domestic Harvest

12.3.1 If no Total Allowable Harvest has been established under this chapter for a species of Wildlife or Plant in the Labrador Inuit Settlement Area, the Inuit have the right to Harvest that species up to their full level of needs for food, social and ceremonial purposes and, in the case of Plants, for the purposes set out in section 12.4.12.

12.3.2 Subject to the Total Allowable Harvest for a species of Wildlife or Plant:

(a) the Inuit have the right to Harvest that species of Wildlife or Plant within the Labrador Inuit Settlement Area up to the Inuit Harvest Level; and

(b) an Inuk has the right to Harvest the share of the Inuit Harvest Level allocated to him or her by the Inuit Central Government.

12.3.3 An Inuk may use any humane method or technology to Harvest Wildlife under the terms of this chapter, on condition that it does not:

(a) contravene a Harvesting restriction on method or technology of Harvest imposed by the Inuit Central Government;

(b) contravene Laws of General Application regarding public health or public safety; or

(c) result in harmful alteration to the Environment.

12.3.4 For purposes of section 12.3.3, a method or technology used by Inuit to Harvest Wildlife shall be deemed to be humane if permissible under Laws of General Application in effect on September 1, 1999, except as otherwise provided in Legislation implementing an International Agreement respecting the Harvesting of Wildlife.

12.3.5 The Inuit have the right to Harvest Wildlife and Plants, under the terms of this chapter, throughout the Labrador Inuit Settlement Area at all times of the year, subject to:

(a) Inuit Laws under section 12.7.1;

(b) a restriction on seasons imposed for purposes of Conservation under Laws of General Application; or

(c) federal Laws on firearm control.

Exclusive Harvesting Rights of Inuit

12.3.6 Inuit have the exclusive right to Harvest, throughout the Labrador Inuit Settlement Area, the Total Allowable Harvest of polar bears established by or for Newfoundland.

12.3.7 If, in addition to or in place of the Total Allowable Harvest referred to in section 12.3.6, a Total Allowable Harvest of polar bears is established by or for Canada, Inuit are entitled to an equitable share of that Total Allowable Harvest and have the right to Harvest polar bears that may be taken in the Labrador Inuit Settlement Area or Waters Adjacent to the Zone on a representative basis. For purposes of this section "representative basis" means the ratio of Beneficiaries to the total number of:

(a) Beneficiaries; and

(b) Inuit other than Beneficiaries, in the Labrador Inuit Settlement Area.

12.3.8 The establishment by the Inuit Central Government of a Total Allowable

Harvest for polar bears shall not exceed the Total Allowable Harvest for polar bears established by or for Newfoundland.

12.3.9 Inuit have the exclusive right to Harvest musk oxen throughout the Labrador Inuit Settlement Area.

Disposition of Harvest

12.3.10 No Person may sell Wildlife or Plants Harvested under sections 12.3.1 and 12.3.2 except as provided in sections 12.3.12 and 12.3.13 and under Laws of General Application.

12.3.11 The Inuit have the right to give, trade, exchange or barter among themselves, or with other aboriginal people, any Wildlife or Plants Harvested under sections 12.3.1 and 12.3.2, subject to management by the Inuit Central Government under subsection 12.7.1(m) and sections 12.3.12, 12.3.13, 12.3.14 and 12.3.15.

12.3.12 Notwithstanding section 12.4.12, an Inuk has the right to sell trees Harvested under sections 12.3.1 and 12.3.2 to Inuit in the Labrador Inuit Settlement Area for purposes of firewood, subject to management by the Inuit Central Government under subsection 12.7.1(m).

12.3.13 The Inuit have the right to sell to any Person:

(a) any non-edible product of Wildlife Harvested under sections 12.3.1 and 12.3.2; and

(b) any craft, tool, cultural artifact or artwork that they produce from Plants.

12.3.14 The Inuit have the right to transport outside the Labrador Inuit Settlement Area to Inuit or other aboriginal people any Wildlife or Plants Harvested under sections 12.3.1 and 12.3.2, on condition that the Wildlife or Plants so transported are identified as having been Harvested in the Inuit Domestic Harvest.

12.3.15 Notwithstanding section 12.3.14, an Inuk may be required by the Minister or the Inuit Central Government to obtain a permit to transport Wildlife or Plants outside the Labrador Inuit Settlement Area, but:

(a) the permit shall be issued upon request unless good cause exists for refusing to issue the permit;

(b) the permit shall contain terms and conditions as established by Laws of General Application; and

(c) any fee for the permit shall be waived.

Transfer of Opportunities to Harvest

12.3.16 An Inuk may transfer opportunities to Harvest Wildlife and Plants pursuant to his or her rights under sections 12.3.1 and 12.3.2 to:

(a) another Inuk;

(b) another aboriginal individual;

(c) his or her Spouse; or

(d) his or her parent or child and the transfer shall be in writing and be subject to any terms and conditions respecting transfers that are established by the Inuit Central Government.

12.3.17 Notwithstanding section 12.3.16, an Inuk may not transfer opportunities to Harvest Migratory Birds under sections 12.3.1 or 12.3.2 to an individual referred to in subsection 12.3.16(b) unless that individual is qualified to Harvest under Laws of General Application.

12.3.18 An Inuk may transfer his or her share of an Inuit Harvest Level, or any portion thereof, to any individual on condition that:

(a) the transferee is eligible to Harvest Wildlife and Plants under Laws of General Application and shall be subject to the same restrictions as the transferor;

(b) the transfer is subject to any terms or conditions under which the transferor's access to the share of the Inuit Harvest Level is acquired;

(c) no transfer shall be for a term, including any option for renewal, exceeding 1 year; and

(d) the transfer shall be made in accordance with, and subject to, Inuit Laws under part 12.7.

12.3.19 Notwithstanding section 12.3.18, an Inuk may not transfer his or her share of the Inuit Harvest Level for a species of Migratory Birds, or any portion thereof, to an individual referred to in subsection 12.3.16(b) unless the transfer:

(a) is permitted by Laws of General Application; and

(b) is made without charge.

Licensing

12.3.20 An Inuk may Harvest under sections 12.3.1 and 12.3.2 without any form of license, permit, tax or fee to Harvest Wildlife or Plants, subject to Inuit Laws under subsection 12.7.1(c).

12.3.21 The Inuit Central Government may negotiate agreements with Newfoundland or Canada concerning the enforcement of Laws in respect of Wildlife and Migratory Birds.

Part 12.4 Inuit Harvest Levels

12.4.1 The Inuit Harvest Level is intended for protection of the Inuit Domestic Harvest.

12.4.2 The Inuit Harvest Level with respect to a species of Wildlife or Plant constitutes a first demand against the Total Allowable Harvest for that species, in accordance with the provisions of this chapter.

12.4.3 If a Total Allowable Harvest is established for a species of Wildlife or Plant Harvested by the Inuit in the Labrador Inuit Settlement Area, the Minister may establish an Inuit Harvest Level for that species of Wildlife or Plant in accordance with this part.

12.4.4 The Inuit Central Government shall:

(a) recommend the Inuit Harvest Level to the Minister;

(b) provide the Minister the data and information on which the recommendation is based;

(c) inform the Board about its proposed measures for the Inuit Domestic Harvest; and

(d) provide to the Board on a timely basis all information about the management measures established by it for the Inuit Domestic Harvest.

12.4.5 The Inuit Harvest Level shall be:

(a) as accurate a quantification as possible of the amount of a species of Wildlife or Plant required by the Inuit for the Inuit Domestic Harvest;

(b) based on a recommendation of the Inuit Central Government; and

(c) established annually.

12.4.6 The Inuit Central Government shall base its recommendation for an Inuit Harvest Level for a species of Wildlife or Plant on all relevant information available to it, including but not limited to:

(a) data, including Inuit traditional ecological knowledge, compiled on an ongoing basis with respect to the Inuit Domestic Harvest;

(b) historical data pertaining to the Inuit Domestic Harvest;

(c) data compiled on an ongoing basis by the Inuit Government during its monitoring of the Inuit Domestic Harvest; and

(d) variations in the availability and accessibility of Wildlife or Plants.

12.4.7 If the Minister determines that the Inuit Harvest Level recommended by the Inuit Central Government is not supported by the information referred to in section 12.4.6, the Minister may, after Consultation with the Inuit Central Government for the purpose of attempting to reach agreement on the Inuit Harvest Level, establish an Inuit Harvest Level which differs from that recommended by the Inuit Central Government. The Minister shall give timely written reasons to the Inuit Central Government where the Minister establishes an Inuit Harvest Level which differs from that recommended by the Inuit Central Government unless agreement on the Inuit Harvest Level has been achieved by Consultation.

12.4.8 The Consultation referred to in 12.4.7 may be terminated 90 days after Consultation is initiated if, in that time, the Consultation has failed to result in an agreement.

12.4.9 If, after having been requested to do so, the Inuit Central Government fails to recommend an Inuit Harvest Level for a species of Wildlife or Plant, the Minister may nevertheless establish an Inuit Harvest Level for that species after Consultation with the Inuit Central Government for the purpose of attempting to reach agreement on the Inuit Harvest Level.

12.4.10 The Consultation referred to in section 12.4.9 may be terminated by the Minister 30 days after Consultation is initiated if, in that time, the Consultation has failed to result in an agreement.

12.4.11 Subject to section 12.4.9, the Minister may request the advice of the Board when making a determination of an Inuit Harvest Level.

Purpose and Use of Inuit Harvest Levels

12.4.12 The Inuit Central Government shall establish measures which are intended to ensure that the quantities of Wildlife and Plants taken in the Inuit Domestic Harvest do not exceed Inuit Harvest Levels.

Inuit Harvest Levels for Plants

12.4.13 The recommendation by the Inuit Central Government of an Inuit Harvest Level for a species of Plant and the establishment by the Minister of an Inuit Harvest Level for a species of Plant shall provide for Inuit needs with respect to Plants for all purposes other than commercial purposes including, without limitation:

(a) food;

(b) firewood;

(c) construction of Aullâsimavet;

(d) construction of boats and kamutet;

(e) personal house building and domestic purposes;

(f) cultural and medicinal uses;

(g) wharves, fishing stages and slipways;

(h) uses incidental to Harvesting;

(i) construction for Inuit Community purposes, such as community halls and the fencing of cemeteries and parks; and

(j) poles.

12.4.14 The recommendation by the Inuit Central Government of an Inuit Harvest Level for a species of Plant and the establishment by the Minister of an Inuit Harvest Level for a species of Plant shall also provide for Inuit needs with respect to Plants for crafts, tools, cultural artifacts and artwork for all purposes, including commercial purposes.

Allocations of Wildlife and Plants Surplus to Inuit Harvest Levels

12.4.15 Subject to this chapter, if a Total Allowable Harvest for a species of Wildlife or Plant exceeds the Inuit Harvest Level for a species of Wildlife or Plant, the remainder shall be allocated by the Minister.

12.4.16 If the Minister decides to allocate a portion of the surplus referred to in section 12.4.15 for commercial purposes, he or she shall do so in accordance with this part.

12.4.17 After Consultation with the Board and the relevant owners or operators of Commercial Wildlife Operations existing in the Labrador Inuit Settlement Area on the Effective Date, the Minister shall establish and cap the number of animals that may be taken annually at or from those Commercial Wildlife Operations.

12.4.18 If the Minister varies or rejects any advice or recommendation of the Board in relation to section 12.4.17, the Minister shall give written reasons for the decision if the Board so requests.

12.4.19 A number established under section 12.4.17 is subject to section 12.4.2 and cannot be transferred to a third party separately from a transfer of the Commercial Wildlife Operation.

12.4.20 If the number of animals available for Commercial Wildlife Operations in the Labrador Inuit Settlement Area exceeds the number established under section 12.4.17, the Minister shall allocate to the Inuit Central Government, on a priority basis, an amount or amounts of Wildlife required to support the establishment and continued operation of Inuit Commercial Wildlife Operations.

12.4.21 Any unused portion of the numbers allocated under sections 12.4.17 and 12.4.20 may be reallocated by the Minister at the Minister's discretion.

Part 12.5 Limitations on the Inuit Domestic Harvest

12.5.1 The exercise by an individual of rights in the Inuit Domestic Harvest is subject to sections 12.5.4 through 12.5.12 and Laws of General Application respecting public health or public safety.

12.5.2 The quantity of Wildlife or Plants that may be Harvested in the Inuit Domestic Harvest shall not be restricted to an amount less than the Inuit Harvest Level, except in accordance with the provisions of this part.

12.5.3 For each species of Wildlife and Plants in the Labrador Inuit Settlement Area for which a Total Allowable Harvest is established, no Person other than:

(a) an Inuk;

(b) an individual authorized to Harvest in the place of an Inuk under sections 12.3.16 and 12.3.18; and

(c) a member of a group of aboriginal people, other than the Inuit, who Harvest that species of Wildlife or Plants in the Labrador Inuit

Settlement Area for their food, social and ceremonial purposes under a treaty right may be authorized to Harvest that species of Wildlife or Plants except to the extent that the Total Allowable Harvest exceeds the aggregate of the Inuit Domestic Harvest Level and the quantity needed by those other aboriginal individuals for their food, social and ceremonial purposes.

Reduction of Amounts that may be Taken in the Inuit Domestic Harvest

12.5.4 If, for a species of Wildlife or Plants in the Labrador Inuit Settlement Area for which a Total Allowable Harvest is established, the Total Allowable Harvest is less than the aggregate of:

(a) the Inuit Harvest Level; and

(b) the quantity needed by members of a group of aboriginal people, other than the Inuit, who Harvest that species of Wildlife or Plants in the Labrador Inuit Settlement Area for their food, social and ceremonial purposes under a treaty right the Minister shall allocate an equitable portion of the Total Allowable Harvest for Inuit, and all Recreational Hunting, Commercial Plant Operations and Harvesting of Wildlife and Plants by Persons other than the Inuit and the aboriginal people referred to in subsection 12.5.4(b) in the Labrador Inuit Settlement Area directed at that species of Wildlife and Plants shall be first closed.

12.5.5 If, after a Total Allowable Harvest has been established for a species of Wildlife or Plants in the Labrador Inuit Settlement Area, the Minister reduces that Total Allowable Harvest for a period of time to an amount which is less than the aggregate of :

(a) the Inuit Harvest Level; and

(b) the quantity needed by members of a group of aboriginal people, other than the Inuit, who Harvest that species of Wildlife or Plants in the Labrador Inuit Settlement Area to meet their food, social and ceremonial purposes under a treaty right, the Minister may make an equitable reduction in the amount of the species of Wildlife or Plants which may be taken in the Inuit Domestic Harvest for that species of Wildlife or Plants, and all Recreational Hunting, Commercial Plant Operations and Harvesting of Wildlife and Plants in the Labrador Inuit Settlement Area by Persons other than the Inuit and the aboriginal people referred to in subsection 12.5.5(b) in the Labrador Inuit Settlement Area directed at that species of Wildlife or Plants shall first be closed for the duration of that period of time.

12.5.6 Before making an allocation referred to in section 12.5.4 or a reduction referred to in section 12.5.5, the Minister shall Consult the Inuit Central Government and shall include the Inuit Central Government in Consultations that the Minister may undertake with representatives of the other group of aboriginal people for the purpose of attempting to reach agreement on the allocations to be made to Inuit and the other aboriginal individuals.

12.5.7 The Consultation referred to in section 12.5.6 may be terminated 90 days after Consultation is initiated if, in that time, the Consultation has failed to reach agreement.

12.5.8 If emergency circumstances dictate that Consultation under section 12.5.6 is not practical, the Minister may act under section 12.5.4 or 12.5.5 before Consultation with the Inuit Central Government but shall, within 7 days, inform the Inuit Central Government and, as soon as practical thereafter:

(a) Consult the Inuit Central Government about all aspects of the emergency; and

(b) shall include the Inuit Central Government in Consultations the Minister may undertake with representatives of the other group of aboriginal people on the emergency for the purposes of attempting to reach agreement on the allocations to be made to Inuit and the other aboriginal individuals.

12.5.9 The Consultation referred to in section 12.5.8 may be terminated 30 days after Consultation is initiated if, in that time, the Consultation has failed to reach an agreement.

12.5.10 In making an allocation referred to in section 12.5.4 or a reduction referred to in section 12.5.5 and in conducting Consultations under sections 12.5.6 and 12.5.8, the Minister shall consider the provisions of any treaty under which the other aboriginal individuals are beneficiaries, alternate resources and places available to them for purposes of Harvesting.

12.5.11 Prior to the Agreement, the Parties will negotiate:

(a) whether sections 12.5.3 through 12.5.10 are necessary or should be varied in light of any overlap agreements made between the Inuit and other aboriginal peoples; and if so

(b) whether subsections 12.5.3(c), 12.5.4(b) and 12.5.5(b) and section 12.5.6 will include reference to aboriginal people, other than the Inuit, who have traditionally harvested Wildlife or Plants in the Labrador Inuit Settlement Area for food, social and ceremonial purposes and who continue to do so.

12.5.12 In circumstances referred to in sections 12.5.4 and 12.5.5, the Inuit Central Government shall, at the request of the Minister, make a portion of the Inuit Harvest Level available to Permanent Long-Term Residents eligible to receive licences to Harvest under Laws of General Application to provide them an opportunity to meet their Subsistence needs.

12.5.13 If the quantity of a species of Wildlife or Plant which may be taken in the Inuit Domestic Harvest is restricted under this part to an amount that is less than the Inuit Harvest Level in respect of that species, the Inuit Central Government shall use that lesser amount as a Conservation limit and an individual may only take the quantity of that species which is allocated to him or her by the Inuit Central Government.

12.5.14 Notwithstanding section 12.3.20, if the quantity of Wildlife or Plants that may be taken in the Inuit Domestic Harvest is restricted to an amount that is less than the Inuit Harvest Level for that species of Wildlife or Plant, an Inuk may be required to obtain a license or permit from the Inuit Central Government to participate in the Inuit Domestic Harvest for that species of Wildlife or Plant.

12.5.15 If quotas are established with respect to any species of Wildlife or Plant and those quotas are managed by means of the issuance of licenses or permits, those licenses or permits assigned to or for the Inuit shall be issued to the Inuit Central Government which may allocate and reissue the quotas under subsections 12.7.1(b) and (c).

12.5.16 Notwithstanding section 12.3.20, an Inuk shall supply to the Inuit Government any information regarding Harvesting activities or Harvesting related activities which Laws of General Application would require Non-Beneficiaries who Harvest Wildlife and Plants to supply in comparable circumstances.

Part 12.6 Emergency Kills

12.6.1 Nothing in this chapter shall be construed to prevent an individual from killing Wildlife for survival in an emergency.

12.6.2 Subject to section 12.6.3, an individual who kills Wildlife under section 12.6.1 may use that Wildlife for personal use and consumption only.

12.6.3 An individual who kills a polar bear or musk ox under circumstances referred to in section 12.6.1 shall deliver the skin to the Inuit Central Government if it is reasonable to do so.

12.6.4 Section 12.6.1 shall not be construed as providing lawful excuse under any Law to a Person who kills Wildlife as a result of his or her negligence, mismanagement or willful misconduct.

Part 12.7 Inuit Central Government Jurisdiction

12.7.1 The Inuit Central Government may make laws in relation to the following matters:

(a) subject to section 12.3.8, the establishment of the Total Allowable Harvest for polar bears in the Labrador Inuit Settlement Area;

(b) the allocation amongst Inuit, Inuit Communities, Inuit families and Aullâsimavet of the Inuit Harvest Level and other allocations or quantities of Wildlife or Plants to which the Inuit Central Government is entitled under this chapter;

(c) the issuing of licences, permits or other authorizations to Harvest the Inuit Harvest Level and other allocations or quantities of Wildlife or Plants to which Inuit and the Inuit Central Government are entitled under this chapter and the establishment of terms and conditions applicable to those licences, permits and authorizations including the imposition of fees;

(d) the licensing by the Inuit Central Government of Inuit who act as guides in the Labrador Inuit Settlement Area, on condition that individuals licensed to be guides have also satisfied the qualifications for guides established under provincial Legislation;

(e) subject to sections 12.3.17 and 12.3.19, the transfer of rights to participate in the Inuit Domestic Harvest and shares of the Inuit Harvest Levels referred to in sections 12.3.16 and 12.3.18;

(f) the Harvesting of Plants on, and the forestation and reforestation of, Labrador Inuit Lands and the management of Inuit Harvesting of Plants in the Labrador Inuit Settlement Area outside Labrador Inuit Lands;

(g) subject to the Land Use Plan, the establishment of individual, family or group territories or areas for Harvesting of Wildlife and Plants by Inuit on Labrador Inuit Lands;

(h) the collection and publication of Inuit traditional ecological knowledge with respect to Wildlife, Plants and Habitat;

(i) programs and measures established by the Inuit Government to promote maintenance and development of Harvesting and survival skills among Inuit;

(j) the management and administration of Inuit rights related to Wildlife, Plants and Habitat under this chapter;

(k) the resolution of disputes among Inuit with respect to the Harvesting of Wildlife and Plants;

(l) except when otherwise provided in this chapter, the regulation of Harvesting of Wildlife on Labrador Inuit Lands and the management of the Inuit Domestic Harvest on lands in the Labrador Inuit Settlement Area outside Labrador Inuit Lands;

(m) subject to sections 12.3.10, 12.3.11 and 12.3.15, the management of all aspects of exchange, trade or barter of Wildlife or Plants Harvested by Inuit;

(n) the monitoring of Inuit Harvesting of Wildlife and Plants in accordance with relevant management measures;

(o) the provision of the documentation referred to in section 12.5.14 to each Inuk and assignee;

(p) the management of all aspects of commercial Harvesting of Furbearers on Labrador Inuit Lands, subject to Laws of General Application respecting seasons, quotas, humane trapping and the sale of furs; and

(q) the hiring of guides by Commercial Wildlife Operations in Labrador Inuit Lands.

12.7.2 Subject to section 12.7.3, the Inuit Central Government may make laws in relation to the following matters:

(a) the quantities of Plants which may be Harvested on Labrador Inuit Lands;

(b) access to Labrador Inuit Lands and to Wildlife and Plant resources on Labrador Inuit Lands by third parties having rights and interests referred to in sections 12.5.12, 12.10.1 and 12.12.2.

12.7.3 An Inuit Law with respect to a matter referred to in section 12.7.2 other than a matter involving Migratory Birds shall not come into effect until approved by the provincial Minister pursuant to section 12.7.4.

12.7.4 An Inuit Law with respect to a matter referred to in section 12.7.2 other than a matter involving Migratory Birds shall be submitted to the provincial Minister who shall, within 60 days, either allow or disallow the Inuit Law.

12.7.5 If the provincial Minister disallows an Inuit Law under section 12.7.4 the Minister shall give the Inuit Central Government written reasons for the decision.

12.7.6 If there is a Conflict between an Inuit Law made under section 12.7.1 or an Inuit Law made under section 12.7.2 and approved under section 12.7.4 and a Law of General Application in relation to Conservation including the *Migratory Birds Convention Act, 1994* or public health or public safety including firearms Legislation, the Law of General Application prevails to the extent of the Conflict.

12.7.7 If there is a Conflict between an Inuit Law made under section 12.7.1 or an Inuit Law made under section 12.7.2 and approved under section 12.7.4 and a federal or provincial Law, other than one referred to in section 12.7.6, the Inuit Law prevails to the extent of the Conflict.

12.7.8 The Inuit Central Government may:

(a) make representations and provide advice to appropriate land use and environmental protection authorities with respect to the use, preservation and protection of Wildlife, Plants and Habitat in the Labrador Inuit Settlement Area;

(b) promote research into and produce and disseminate knowledge and information respecting Conservation and management of Wildlife and Plants;

(c) make recommendations and provide advice to the Board, the Minister and other appropriate authorities with respect to the coordination or harmonization of the management of Wildlife, Plants and Habitat on Labrador Inuit Lands and, where appropriate, in the Labrador Inuit Settlement Area outside Labrador Inuit Lands;

(d) after Consultation with the Board and with respect to matters within its authority, enter agreements to promote the coordination or harmonization of the management of Wildlife, Plants and Habitat on Labrador Inuit Lands and, where appropriate, in the Labrador Inuit Settlement Area outside Labrador Inuit Lands;

(e) provide advice to the Board and the Minister with respect to the Conservation and management of Wildlife, Plants and Habitat;

(f) make representations and provide advice to the Minister with respect to all aspects of the establishment, operation, maintenance and management of Commercial Wildlife Operations and Commercial Plant

Operations in the Labrador Inuit Settlement Area outside Labrador Inuit Lands;

(g) exercise any other powers and carry out any other functions which are consistent with this chapter or that are delegated to the Inuit Central Government and accepted by it from time to time; and

(h) defend and preserve Inuit rights under this chapter and provide active support to Inuit in the exercise of their rights under this chapter.

Harvesting In Labrador Inuit Lands by Permanent Long Term Residents

12.7.9 Notwithstanding section 12.2.2, a Permanent Long-Term Resident who is eligible under Laws of General Application to Harvest Wildlife and Plants shall be issued a permit by the Inuit Central Government to Harvest Wildlife and Plants in certain defined locations in Labrador Inuit Lands and in accordance with Inuit Laws if:

(a) the Permanent Long-Term Resident can demonstrate to the satisfaction of the Inuit Central Government that the Permanent Long-Term Resident has traditionally Harvested and currently Harvests Wildlife and Plants in certain locations within Labrador Inuit Lands for Subsistence purposes; and

(b) it would be unreasonable for the Permanent Long-Term Resident to Harvest Wildlife and Plants in areas outside Labrador Inuit Lands.

12.7.10 A decision of the Inuit Central Government under section 12.7.9 is final and binding and not subject to appeal.

12.7.11 Notwithstanding section 12.7.10, judicial review of a decision of the Inuit Central Government under section 12.7.9 shall be available at the motion of the Permanent Long-Term Resident personally aggrieved or affected by the decision.

12.7.12 The Inuit Central Government shall provide to each individual having a right to take Wildlife or Plants in the Inuit Domestic Harvest or permitted to do so under section 12.5.12 or 12.7.9 documentation that specifies:

(a) that the individual has a right to take Wildlife or Plants in the Inuit Domestic Harvest;

(b) what species or stock the right relates to;

(c) the amount of that species or stock which may be taken; and

(d) with respect to an individual Harvesting Wildlife and Plants under section 12.7.9, the right of access and the areas within Labrador Inuit Lands to which the right relates.

12.7.13 No Person other than an Inuk shall be permitted to Harvest on Labrador Inuit Lands unless that Person is the holder of a valid permit issued by the Inuit Central Government or is a client, patron or guest of a Commercial Wildlife Operation on Labrador Inuit Lands referred to in section 12.10.1 or is a Person acting under a lease, licence or permit referred to in section 12.12.2.

Part 12.8 Torngat Wildlife and Plants Co-management Board

12.8.1 On the Effective Date, there shall be established a public body known as the Torngat Wildlife and Plants Co-management Board.

12.8.2 The Board shall consist of seven members, including a chairperson and six other members, to be appointed as follows:

(a) the chairperson of the Board shall be nominated by the members of the Board referred to in subsections 12.8.2(b), (c) and (d) and be appointed by the provincial Minister;

(b) three of the members of the Board shall be appointed by the Inuit Central Government;

(c) two of the members of the Board shall be appointed by the provincial Minister; and

(d) one member of the Board shall be appointed by Canada.

12.8.3 Where the members of the Board referred to in subsections 12.8.2(b), (c) and (d), fail to agree on the nomination of the chairperson within 60 days after the commencement of discussions, the appointment shall be made by the Chief Justice of the Supreme Court of Newfoundland, Trial Division, within 30 days after the expiration of the 60 day period.

12.8.4 For the purposes of section 12.8.3, discussions shall be deemed to have commenced when all members of the Board referred to in subsections 12.8.2(b), (c) and (d) have been first appointed and thereafter:

(a) 90 days prior to the expiration of the term of office of an incumbent chairperson;

(b) on the date of receipt by the Board of notice of the death, resignation or termination of appointment of the incumbent chairperson, whichever first occurs; or

(c) on the date of removal of the chairperson from office.

12.8.5 The chairperson may be removed from office for cause by agreement of the Parties.

12.8.6 Each member of the Board:

(a) shall be appointed to hold office during good behaviour for a term of four years, but upon the initial establishment of the Board one member appointed by the Inuit Central Government, one member appointed by Canada and one member appointed by the provincial Minister shall be appointed to hold office for a term of two years, and the remaining members, including the chairperson, shall be appointed to hold office for a term of four years;

(b) may be reappointed to office;

(c) shall, before entering upon his or her duties, take and subscribe an oath in the form set out in schedule 12-A before an officer authorized by law to administer oaths;

(d) shall be remunerated at a fair and reasonable level determined by the Parties;

(e) shall be reimbursed travelling and living expenses incurred in the performance of his or her duties, at a level consistent with guidelines agreed to by the Parties; and

(f) shall be subject to rules relating to conflict of interest set out in schedule 12-B, but no member who is an Inuk or a public servant shall be considered to be in a position of conflict of interest solely because he or she is an Inuk or a public servant.

12.8.7 Each member of the Board, excluding the chairperson:

(a) may be removed from office at any time for cause by the appointing Party;

(b) shall participate in the deliberations of the Board as a member of the Board and not as a representative of the Party appointing the member; and

(c) has the right to participate fully in all deliberations of the Board, including the right to vote on all matters properly before the Board.

12.8.8 A vacancy in the membership of the Board, excluding the chairperson, shall be filled within 30 days by a replacement member appointed by the Party that made the original appointment. A vacancy in the position of the chairperson shall be filled in the manner set out in subsection 12.8.2(a) and section 12.8.3.

12.8.9 A quorum of the Board shall be the chairperson, two members appointed by the Inuit Central Government and one member appointed by each of the federal Minister and Newfoundland.

12.8.10 Subject to section 12.8.11, all decisions of the Board shall be arrived at by consensus of the members.

12.8.11 If, in the opinion of the chairperson, the consensus referred to in section 12.8.10 cannot be achieved, despite all reasonable efforts by the members, the chairperson may declare that the decision shall be decided by a vote in accordance with section 12.8.12.

12.8.12 If a decision of the Board is decided by vote, the decision shall be decided by majority of votes cast and the chairperson shall vote only in order to break a tie. In the event of a decision by vote, a member in the minority may file a report which shall be appended to the decision.

12.8.13 The Board may request that a public servant, to be designated by Government, provide information and advice to the Board or attend meetings of the Board for that purpose and the request shall not be unreasonably denied.

12.8.14 A member of the Board may invite non-voting observers or advisors to attend meetings of the Board in order to provide that member with assistance or advice, and a Party may have non-voting advisors and observers attend meetings of the Board.

12.8.15 The Board may pay the costs of an individual referred to in section 12.8.13 and the cost of each non-voting advisor or observer referred to in section 12.8.14 shall be paid by the inviting member or the Party sending that advisor or observer.

12.8.16 The Board's fiscal year shall be from April 1st to March 31st and the Board shall prepare or cause to be prepared an annual budget.

12.8.17 The Board budget shall be submitted to the Parties for their review and approval.

12.8.18 Nothing in section 12.8.16 or 12.8.17 prevents the Parties from entering a multi-year funding agreement for the purposes contemplated in section 12.8.19.

12.8.19 The Parties shall negotiate the funding of the operations of the Board as part of the Implementation Plan.

Language

12.8.20 The Board shall conduct its business in Inuktitut and in one of Canada's official languages but the Inuit Central Government may, from time to time, waive the requirement that business be conducted in Inuktitut.

12.8.21 Inuit may use Inuktitut in all their dealings with the Board.

12.8.22 All resolutions, decisions, bylaws, recommendations and advice of the Board shall be made available in Inuktitut.

12.8.23 The obligations of the Board under sections 12.8.20, 12.8.21 and 12.8.22 may be met through interpretation and translation.

12.8.24 Communication from the Board:

(a) to Canada shall be in one of Canada's official languages;

(b) to the province shall be in English; and

(c) to the Inuit Central Government shall be in Inuktitut.

Part 12.9 Powers and Responsibilities of the Torngat Wildlife and Plants Co-Management Board

12.9.1 Subject to the Agreement, the Board has the following powers and responsibilities with respect to the Conservation and management of Wildlife, Plants and Habitat in the Labrador Inuit Settlement Area:

(a) subject to section 12.9.4, to establish, when necessary, Total Allowable Harvests for Non-Migratory Species of Wildlife and for Plants and to modify or eliminate those Total Allowable Harvests;

(b) to recommend to the Minister, Conservation and management measures for Wildlife, Plants and Habitat in the Labrador Inuit Settlement Area, including, but not limited to, the following:

(i) Total Allowable Harvests in the Labrador Inuit Settlement Area for species of Wildlife listed in schedule 12-C;

(ii) the allocations referred to in sections 12.4.17, 12.4.20 and 12.4.21;

(iii) Harvesting restrictions in the Labrador Inuit Settlement

Area;

(iv) the establishment of new Commercial Wildlife Operations and measures respecting the commercial exploitation of Wildlife, including commercial Harvesting of Furbearers and non-consumptive uses of Wildlife and Plants and the issuance of licences to Harvest Furbearers;

(v) research respecting the Conservation and management of Wildlife, Plants and Habitat;

(vi) the establishment of Protected Areas for Wildlife, Plants and Habitat in the Labrador Inuit Settlement Area and the activities that may be carried out in those areas;

(vii) the activities that may be carried out in areas of important biological productivity;

(viii) plans for forestation and reforestation and restocking or propagation of Wildlife and Plants, including endangered species;

(ix) the establishment of new Commercial Plant Operations or other non-consumptive uses of Plants and measures to manage Commercial Plant Operations in the Labrador Inuit Settlement Area;

(x) measures to permit and control the use of pesticides, chemicals or methods of biological control in connection with Plants or for purposes of pest and disease control;

(xi) measures for forest fire prevention and forest fire fighting and all related matters; and

(xii) the coordination or harmonization of the management of Wildlife, Plants and Habitat throughout the Labrador Inuit Settlement Area and, if requested by the Minister, with respect to areas outside the Labrador Inuit Settlement Area;

(c) subject to the provisions of chapter 11, to participate in Environmental Assessment processes and to recommend to the Minister and the Inuit Central Government measures to monitor impacts of Projects and Undertakings on Wildlife, Plants and Habitat;

(d) if approved by the Minister and the Inuit Central Government, to implement measures to monitor impacts of Projects and Undertakings on Wildlife, Plants and Habitat; and

(e) to recommend to the Minister and the Inuit Central Government measures for the timely collection, analysis and sharing of data and information relevant to the implementation of Inuit rights under this chapter and to the Conservation and Sustainable Utilization of Wildlife, Plants and Habitat.

12.9.2 The Board may, within its budget:

(a) provide advice to Ministers and the Inuit Central Government on matters related to the Conservation and management of Wildlife, Plants and Habitat in the Labrador Inuit Settlement Area, including, but not limited to, advice on:

(i) Mitigation measures and compensation to be required from Developers whose Development activities result in damage to or loss of Wildlife, Plants or Habitat;

(ii) education and information respecting Wildlife, Plants and Habitat and the training of Inuit for Wildlife and Plant Conservation, management and research;

(b) develop and undertake public education and promote public awareness with respect to Wildlife, Plants and Habitat in the Labrador Inuit Settlement Area;

(c) develop plans for the training and employment of Inuit in the Conservation of Wildlife, Plants and Habitat in the Labrador Inuit Settlement Area;

(d) at the request of the Minister or the Inuit Central Government, whichever has jurisdiction in the particular case, and subject to funding specifically provided by the Party making the request, develop and undertake research activities related to Wildlife, Plants and Habitat in the Labrador Inuit Settlement Area;

(e) seek the views and advice of the public on matters related to its powers and functions under this chapter in a manner that avoids duplication of similar activities by the Governments and their agencies;

(f) provide advice to the Minister regarding the integration into decision-making about Wildlife, Plants and Habitat of relevant, accessible, Inuit knowledge; and

(g) exercise any other powers and perform any other functions delegated to the Board by agreement of the Parties.

12.9.3 The Board may, at its discretion, make bylaws respecting the management of its internal affairs and the conduct of its business, including bylaws respecting:

(a) the convening of meetings by means other than the physical presence of members;

(b) the calling of meetings and sittings of the Board;

(c) the conduct of business at meetings of the Board and the establishment of special and standing committees of the Board;

(d) the carrying on of work of the Board, the management of its internal affairs and the duties of its officers and employees;

(e) procedures for making applications, representations and complaints to the Board;

(f) procedures for obtaining and taking into account public opinion; and

(g) the appointment, direction, control and remuneration of officers and employees necessary for the proper conduct of business of the Board.

12.9.4 A decision of the Board establishing a Total Allowable Harvest under subsection 12.9.1 (a) shall be communicated forthwith to the Minister and may be disallowed or varied by the Minister.

12.9.5 If the Minister disallows or varies a decision of the Board under subsection 12.9.1 (a), the Minister shall give the Board written reasons for the disallowance or variance of its decision.

12.9.6 A recommendation made by the Board under subsection 12.9.1 (b) shall be in writing.

12.9.7 The Minister shall:

(a) approve the recommendation under subsection 12.9.1 (b) and notify the Board in writing; or

(b) reject, vary or replace the recommendation and give the Board written reasons for the rejection, variance or replacement.

12.9.8 The Board shall not make public a decision under subsection 12.9.1(a) or a recommendation under subsection 12.9.1(b) until after it has been dealt with by the Minister under section 12.9.4 or 12.2.9.7, as the case may be.

12.9.9 For emergency purposes related to Conservation, public health or public safety, the Minister may make and implement any interim decision with respect to a matter over which the Board has a power or function under section 12.9.1 or 12.9.2 before having received the decision, recommendation or advice of the Board under section 12.9.1 or 12.9.2, but the Minister shall inform the Board and the other two Governments of the action within 7 days and as soon as practical thereafter seek the advice of the Board before making a final decision.

12.9.10 If the Board intends to establish a Total Allowable Harvest for a species of Wildlife or Plant under subsection 12.9.1(a) that is less than:

(a) the Inuit Harvest Level for that species of Wildlife or Plant, or

(b) the aggregate amount referred to in section 12.5.5 in respect of that species of Wildlife or Plant, the Board shall, prior to establishing the Total Allowable Harvest, Consult the Inuit Central Government.

12.9.11 If the Minister intends to allow the importation or transplantation of a species of Wildlife or Plant that is not indigenous to the Labrador Inuit Settlement Area, the Minister shall Consult the Board before making the decision and if he or she rejects or varies the recommendation or advice of the Board shall give the Board written reasons for the decision if the Board so requests.

12.9.12 Nothing in this chapter prevents the Minister or the Inuit Central Government from requesting advice on a management matter from the Board.

12.9.13 In discharging any of its duties or in exercising any of its powers under section 12.9.1 in good faith, the Board shall not be liable to any Person, for any loss or damage howsoever occurring.

Part 12.10 Commercial Harvesting of Wildlife

Existing Commercial Wildlife Operations

12.10.1 Subject to sections 12.4.17, 12.10.2 and 12.10.3, Commercial Wildlife Operations existing on the Effective Date shall continue to be subject to Laws of General Application.

12.10.2 The Minister shall not permit the owner or operator of a Commercial Wildlife Operation referred to in section 12.10.1 located in Labrador Inuit Lands to expand beyond the maximum guest capacity or hunting quota which existed at the Effective Date or change the nature of the operation without the consent of the Inuit Central Government.

12.10.3 If the owner, including any future or subsequent owner, of an existing Commercial Wildlife Operation in the Labrador Inuit Settlement Area offers to sell or transfer the operation after the Effective Date, the Inuit Central Government shall have a right of first refusal to acquire the operation.

12.10.4 Procedures for the exercise of the right of first refusal referred to in section 12.10.3 are set out in schedule 12-D.

12.10.5 Section 12.10.3 does not apply to the following:

(a) a sale or transfer to Persons holding rights or options to purchase at the Effective Date;

(b) a renewal of the lease or permit and a renewal of an outfitting licence;

(c) an incorporation of the operation or a corporate reorganization which does not directly or indirectly affect the ownership of the operation or constitute a sale or transfer of all or part of the operation; or

(d) a sale or transfer to a member of the owner's Immediate Family who is eligible to continue the operation under federal or provincial Laws of general application.

12.10.6 If the Inuit Central Government declines to exercise its right of first refusal under section 12.10.3, the owner of the Commercial Wildlife Operation shall be free to sell or transfer the operation to another Person on condition that any terms and conditions which the owner offers to or is willing to accept from another Person shall not be more favourable than any terms and conditions which the owner offered to the Inuit Central Government.

12.10.7 The Inuit Central Government shall not deny or unreasonably restrict access to Labrador Inuit Lands by Commercial Wildlife Operations existing in Labrador Inuit Lands on the Effective Date.

12.10.8 A Dispute under section 12.10.7 between a Person referred to in section 12.10.1 and the Inuit Central Government shall be referred to dispute resolution under chapter 21.

New Commercial Wildlife Operations

12.10.9 The Inuit Central Government has the exclusive right to authorize new Commercial Wildlife Operations on Labrador Inuit Lands.

12.10.10 The Minister shall Consult the Inuit Central Government before authorizing any new Commercial Wildlife Operations in the Labrador Inuit Settlement Area outside Labrador Inuit Lands and shall, if the Inuit Central Government so requests, provide written reasons for any advice or recommendation of the Inuit Central Government that is varied or rejected.

12.10.11 Subject to this chapter, all new Commercial Wildlife Operations in Labrador Inuit Lands shall be subject to Inuit Laws.

12.10.12 Except as otherwise provided in this chapter, all new Commercial Wildlife Operations in the Labrador Inuit Settlement Area outside Labrador Inuit Lands shall be subject to Laws of General Application and the Agreement.

12.10.13 Licences or permits for the establishment of new Commercial Wildlife Operations in the Labrador Inuit Settlement Area outside Labrador Inuit Lands shall be issued by the Minister preferentially, taking into account recommendations of the Board under clause 12.9.1(b)(iv), to applications which are likely to provide direct benefit to the economy of the Labrador Inuit Settlement Area, particularly to the employment of Inuit and other individuals resident in the Labrador Inuit Settlement Area.

12.10.14 The Inuit Central Government has a right of first refusal to establish new Commercial Wildlife Operations in the Labrador Inuit Settlement Area outside Labrador Inuit Lands.

12.10.15 Procedures for the exercise of the right of first refusal referred to in section 12.10.14 shall be as set out in schedule 12-E.

12.10.16 Where the Inuit Central Government does not exercise the right of first refusal referred to in section 12.10.14, or where the right of first refusal is exercised but the Inuit Central Government fails, without just cause, to establish a new Commercial Wildlife Operation within 2 years of notifying the Minister of its intention to exercise the right of first refusal, the Minister may declare that the right of first refusal of the Inuit Central Government has lapsed and the opportunity to establish a new Commercial Wildlife Operation may then be made available to third parties.

12.10.17 Notwithstanding section 12.10.14, an Inuit Business has the same right as any other Person to apply to establish a new Commercial Wildlife Operation in the Labrador Inuit Settlement Area outside Labrador Inuit Lands.

Guides

12.10.18 Subject to section 12.10.22, Commercial Wildlife Operations existing in the Labrador Inuit Settlement Area on the Effective Date shall fill vacancies in their guiding staff by hiring Qualified Inuit Guides. For purposes of this section, a temporary or seasonal layoff does not create a vacancy.

12.10.19 Subject to section 12.10.22, new Commercial Wildlife Operations in the Labrador Inuit Settlement Area shall hire Qualified Inuit Guides.

12.10.20 Inuit have the exclusive right to be guides on Labrador Inuit Lands, subject to sections 12.10.18 and 12.10.21.

12.10.21 Section 12.10.20 does not apply to Commercial Wildlife Operations existing in Labrador Inuit Lands on the Effective Date.

12.10.22 The requirement to hire Qualified Inuit Guides under sections 12.10.18 and 12.10.19 shall be waived by the Inuit Central Government where no Qualified Inuit Guide is available.

12.10.23 An individual who hunts or fishes at or through a Commercial Wildlife Operation and who kills Wildlife or Fish in the Labrador Inuit Settlement Area shall give to his or her Inuit guide all parts of any Wildlife or Fish that are not retained by the individual.

Commercial Trapping

12.10.24 No Person may obtain a licence to Harvest Furbearers in the Labrador Inuit Settlement Area for commercial purposes unless that Person is:

(a) an Inuk;

(b) an individual resident in the Labrador Inuit Settlement Area who holds a commercial trapping licence on the Effective Date; or

(c) an individual other than an Inuk having rights to Harvest Furbearers for commercial purposes in the Labrador Inuit Settlement Area under a land claims agreement.

12.10.25 The Minister may issue a licence to an individual other than one referred to in subsection 12.10.24(a), (b) or (c), if the Board has recommended the issuance of licences in addition to those referred to in section 12.10.24.

12.10.26 Commercial trapping licences shall be issued under federal and provincial Laws and may be renewed annually but may not be assigned or transferred.

12.10.27 The marketing, transportation and exportation of furs commercially Harvested in the Labrador Inuit Settlement Area, including Labrador Inuit Lands, shall be governed by federal and provincial Laws.

12.10.28 The Harvesting of Furbearers within Labrador Inuit Lands shall be governed by Inuit Laws made under subsection 12.7.1(p).

Part 12.11 Inuit Rights to Plants

12.11.1 Except as provided in section 12.12.2, all rights to Plants on Labrador Inuit Lands are vested in the Inuit Central Government.

12.11.2 Except as provided in sections 12.11.3 and 12.12.5, the Inuit Domestic Harvest with respect to Plants shall not:

(a) be construed to grant Inuit commercial rights to Plants in the Labrador Inuit Settlement Area outside Labrador Inuit Lands;

(b) prevent a Person from cutting trees in the Labrador Inuit Settlement Area, outside Labrador Inuit Lands, in accordance with federal or provincial Laws; or

(c) entitle Inuit to any compensation for damage to or loss of Plants or Plant Harvesting opportunities in the Labrador Inuit Settlement Area outside Labrador Inuit Lands.

12.11.3 If any Legislation restricts the Harvesting of a species of Plant or stand of Plants in the Labrador Inuit Settlement Area, the Inuit Harvest Level for those Plants shall constitute a first priority right to those Plants in the Labrador Inuit Settlement Area.

12.11.4 When recommending the terms and conditions applicable to the Harvesting of Plants allocated for commercial purposes on lands in the Labrador Inuit Settlement Area outside Labrador Inuit Lands, other than lands held in fee simple, the Board shall consider within the terms and conditions the establishment of employment and training opportunities for Inuit.

Part 12.12 Commercial Harvesting of Plants

Commercial Harvesting of Plants on Labrador Inuit Lands

12.12.1 Subject to section 12.12.2, the Inuit Central Government has the exclusive authority to establish, impose and collect fees, charges, rents and royalties for Commercial Harvesting of Plants on Labrador Inuit Lands.

12.12.2 Notwithstanding section 12.7.1 and section 12.12.1, timber leases, licences or permits issued to sawmill operators located in Labrador Inuit Lands on the Effective Date and any renewals thereof shall continue in effect in accordance with their terms and Laws of General Application, but the right to receive revenues from those leases, licences or permits shall be assigned by Newfoundland to the Inuit Central Government.

Commercial Harvesting of Plants on Land outside Labrador Inuit Lands in the Labrador Inuit Settlement Area

12.12.3 Commercial Plant Operations existing in the Labrador Inuit Settlement Area outside Labrador Inuit Lands on the Effective Date shall continue to be subject to federal and provincial Laws.

12.12.4 The Minister shall Consult the Inuit Central Government before establishing any new Commercial Plant Operations in the Labrador Inuit Settlement Area outside Labrador Inuit Lands and shall, if the Inuit Central Government so requests, provide written reasons for any advice or recommendation of the Inuit Central Government that is varied or rejected.

12.12.5 The Inuit Central Government has a right of first refusal to establish a new Commercial Plant Operation in the Labrador Inuit Settlement Area, outside Labrador Inuit Lands.

12.12.6 Procedures for the exercise of the right of first refusal referred to in section 12.12.5 shall be as set out in schedule 12-E.

12.12.7 Where the Inuit Central Government does not exercise the right of first refusal under section 12.12.5, or where the right of first refusal is exercised but the Inuit Central Government fails, without just cause, to establish a new Commercial Plant Operation within 1 year of notifying the Minister of its intention to exercise the right of first refusal, the Minister may declare that the right of first refusal of the Inuit Central Government has lapsed and the opportunity may then be made available to third parties.

12.12.8 Licenses, leases or permits for the establishment of new Commercial Plant Operations in the Labrador Inuit Settlement Area outside Labrador Inuit Lands shall be issued preferentially, taking into account recommendations of the Board, to applications which will likely provide direct benefit to the economy of the Labrador Inuit Settlement Area, particularly through employment of Inuit.

12.12.9 Notwithstanding section 12.12.5, an Inuit Business has the same right as any other Person to apply to establish new Commercial Plant Operation in the Labrador Inuit Settlement Area outside Labrador Inuit Lands.

Part 12.13 Access

12.13.1 Subject to sections 12.13.3 through 12.13.6, and for purposes of the Inuit

Domestic Harvest, all Inuit shall have the free and unrestricted right of access to all lands, Waters and Tidal Waters within the Labrador Inuit Settlement Area, outside Labrador Inuit Lands, including, but not limited to, Protected Areas, National Parks and National Parks Reserves, lands vested in municipal corporations, lands belonging to the Crown or over which Newfoundland or Canada has a power of disposal, on condition that this access does not interfere with other authorized uses or the ability of the Crown to authorize uses or dispose of Crown land.

12.13.2 The right of access referred to in section 12.13.1 includes the right to establish temporary camps and to light fires necessary for or incidental to Harvesting activities.

12.13.3 The right of access referred to in section 12.13.1 is subject to:

(a) Laws of General Application enacted for purposes of Conservation, public health or public safety; and

(b) in the case of a National Park, a National Park Reserve or a Protected Area, any agreement between Inuit affected and the management agency of the National Park, the National Park Reserve or the Protected Area.

12.13.4 The right of access referred to in section 12.13.1 shall not extend to:

(a) lands dedicated to military or national security purposes or being temporarily used by Canadian Forces for those purposes under the *National Defence Act*;

(b) lands owned in fee simple, other than by municipal corporations;

(c) with respect to hunting or trapping, any place within a radius of one kilometre of any building, structure, or other facility on lands under a surface lease; and

(d) with respect to Harvesting of Plants, within a cutting block or on lands actually being Harvested under a Crown lease, permit, timber license or timber cutting permit.

12.13.5 All surface leases granted within the Labrador Inuit Settlement Area after the Effective Date and all renewals of surface leases which take place subsequent to the Effective Date and all leases transferred or assigned subsequent to the Effective Date shall, where the Crown is the lessor, contain a condition to the following effect:

"This lease is subject to rights of the Inuit under their final land claims agreement to enter onto land in the Labrador Inuit Settlement Area for purposes of hunting, fishing, trapping and gathering, and the provisions of the Labrador Inuit final land claims agreement relating to such right of access shall form a part of this lease as if contained herein".

12.13.6 Subject to the provisions of any overlap agreement between Inuit and another Aboriginal people, Inuit may Harvest Wildlife and Plants in Labrador outside the Labrador Inuit Settlement Area subject to the provisions of schedule 12-F and on condition that, notwithstanding any other provision of the Agreement, this section and schedule 12-F shall not create, confer or establish or be construed as creating, conferring or establishing treaty rights within the meaning of sections 25 and 35 of the *Constitution Act, 1982.*

12.13.7 Prior to the Agreement, the Parties will negotiate whether arrangements will be made for Beneficiaries resident outside the Labrador Inuit Settlement Area to enjoy specific Harvesting opportunities for Migratory Birds and Fish in the Lake Melville Area, on condition that, notwithstanding any other provision of the Agreement, this section and any arrangements concluded under this section shall not create, confer or establish or be construed as creating, conferring or establishing treaty rights within the meaning of sections 25 and 35 of the *Constitution Act, 1982.*

Part 12.14 Interjurisdictional Agreements

12.14.1 Any Legislation implementing an International Agreement which relates to a matter dealt with in this chapter and that applies in or affects the Labrador Inuit Settlement Area shall be interpreted and administered to treat Inuit on at least as favourable a basis as any other aboriginal peoples of Canada.

12.14.2 Any Legislation implementing a Domestic Interjurisdictional Agreement which relates to a matter dealt with in this chapter and that applies in or affects the Labrador Inuit Settlement Area shall be interpreted and administered to treat Inuit on at least as favourable a basis as any other aboriginal peoples of Canada affected by the specific Domestic Interjurisdictional Agreement.

12.14.3 Canada shall include Inuit representation, nominated by the Inuit Central Government, in discussions leading to the formulation of Canada's positions in relation to any International Agreement or an amendment thereto relating to Inuit rights referred to in this chapter which discussions shall extend beyond those discussions generally available to non-governmental organizations.

12.14.4 Newfoundland shall seek the advice of the Inuit Central Government prior to the preparation of any Legislation which relates to the provisions in this chapter and is intended to effect the implementation of a Domestic Interjurisdictional Agreement.

12.14.5 Subject to section 12.14.1, Harvesting in the Labrador Inuit Settlement Area shall be subject to Legislation implementing those terms of an International Agreement that were in effect at the Effective Date.

12.14.6 When Canada or Newfoundland negotiates a Domestic Interjurisdictional Agreement or an amendment to a Domestic Interjurisdictional Agreement which exists on the Effective Date that might affect Wildlife, Plants or Habitat in the Labrador Inuit Settlement Area, the Inuit Central Government shall have a role in the negotiations which is commensurate with its status, function and responsibilities.

Schedule 12-A: Oath of Office of Board Members (subsection 12.8.6(c))

I, do solemnly affirm (or swear) that I will faithfully, truly, impartially and honestly and to the best of my judgement, skill and ability, execute and perform the duties required of me as a member of the Board. (So help me God.)

Schedule 12-B: Rules Governing Conflict of Interest for the Board (subsection 12.8.6 (f))

This schedule will be negotiated between the Parties and be included prior to the Agreement.

Schedule 12-C: Wildlife for Which the Board May Recommend A Total Allowable Harvest (clause 12.9.1(b)(i))

1. Caribou

2. Migratory Game Birds as defined in the *Migratory Birds Convention Act, 1994.*

Schedule 12-D: Inuit Right of First Refusal Regarding Existing Commercial Wildlife Operations (section 12.10.4)

1. The owner, including any future or subsequent owner, (herein "Owner") of an existing Commercial Wildlife Operation (herein "Operation") who intends to sell or transfer the Operation after the Effective Date shall notify the Inuit Central Government and Newfoundland of the intended sale or transfer and the Inuit Central Government shall have the right to purchase the Operation for Market

Value in accordance with the provisions of this schedule and the Agreement.

2. For purposes of this schedule, "Market Value" means the amount which could reasonably be expected to be realized in the open market on a sale of the Operation as between a willing vendor and a willing purchaser with the benefit of the governmental consents and permits required under federal or provincial Laws for continuation of the Operation.

3. The right referred to in paragraph 1 of this schedule shall be exercisable by notice in writing from the Inuit Central Government to the Owner at any time within 45 days of receiving the notice referred to in paragraph 1 of this schedule.

4. The Owner and the Inuit Central Government shall enter into an Agreement of Purchase and Sale (herein "Agreement of Purchase and Sale"), which shall:

(a) set out the Market Value of the Operation;

(b) establish the date for completion of the sale or transfer which date shall be within 120 days from the date on which the Inuit Central Government receives all necessary Government consents and permits, including approval of its business plan, or any longer period agreed to by the Owner and the Inuit Central Government;

(c) require that the Operation shall be sold with vacant possession;

(d) allow the Inuit Central Government at least 30 days to raise any requisition or objection to the title of the Owner to the Operation; and

(e) contain any other terms and conditions as are deemed necessary and advisable for the sale or transfer of the Operation to the Inuit Central Government.

5. The Operation shall be sold subject to and with the benefit of the covenants, rights, easements and other matters which are for the benefit of the Operation, but otherwise free from encumbrances.

6. The Agreement of Purchase and Sale may be assigned by the Inuit Central Government to an Inuit Business.

7. If the Owner and the Inuit Central Government can not agree on the Market Value or any other matter which is necessary or advisable for completion of the Agreement of Purchase and Sale, the matter in dispute shall be determined by arbitration under chapter 21.

8. If the Market Value is determined by arbitration, the Inuit Central Government may, within 15 days of the determination, serve written notice on the Owner that it

is ending its exercise of the right referred to in paragraph 1 of this schedule or is ending any contract then subsisting in connection with the purchase and sale of the Operation without any further obligation.

9. If the Inuit Central Government gives notice under paragraph 8 of this schedule or if the Agreement of Purchase and Sale is not completed by the Inuit Central Government in accordance with its terms and this schedule, the Owner may deal with or dispose of the Operation free of the rights of the Inuit Central Government, subject to paragraphs 10 and 11 of this schedule.

10. If, after an event referred to in paragraph 9 of this schedule, the Owner concludes an agreement to sell the Operation to a third party, the agreement shall be made subject to paragraph 11 of this schedule and the Owner shall give the Inuit Central Government written notice of the agreement.

11. If the Owner intends to dispose of the Operation for an amount less than the Market Value set out in the Agreement of Purchase and Sale or less than the value established by arbitration or on other terms and conditions more favourable than those offered to the Inuit Central Government, the Inuit Central Government shall have a right of preemption, exercisable on 30 days written notice, to purchase the Operation at the same price and on the same terms and conditions as the Owner is willing to sell or transfer to the third party.

Schedule 12-E: Right of First Refusal for New Commercial Wildlife Operations and New Operations for Commercial Harvesting of Plants (sections 12.10.15 and 12.12.16)

1. Any Person other than an Inuit Business who intends to establish a new Commercial Wildlife Operation or Commercial Plant Operation in the Labrador Inuit Settlement Area outside Labrador Inuit Lands shall forward a letter of intent to Newfoundland.

2. Within 30 days of receipt of a letter of intent referred to in paragraph 1 of this schedule, Newfoundland shall notify the Inuit Central Government in writing.

3. The Inuit Central Government shall have 90 days after receipt of the notice under paragraph 2 of this schedule to inform Newfoundland of its intent to exercise the right of first refusal referred to in section 10.13 or section 12.5, as the case may be.

4. Newfoundland shall, within 21 days from the receipt of written notice from the Inuit Central Government, notify the original applicant for a new Commercial Wildlife Operation or Commercial Plant Operation of the Inuit Central Government's decision.

5. The Inuit Central Government shall have 120 days from the date it gives the notice referred to in paragraph 3 of this schedule within which to complete any required community consultations, identify an operator if the operator will not be the Inuit Central Government (hereafter "designated operator"), and to register a site specific proposal with Newfoundland.

6. Newfoundland shall have 60 days to approve the proposal referred to in paragraph 5 of this schedule, with or without conditions, or to reject the proposal.

7. If the proposal referred to in paragraph 5 of this schedule is approved, the Inuit Central Government or designated operator must make every attempt to complete the proposed development within 2 years of the notice referred to in paragraph 3 of this schedule, and if the Inuit Central Government or designated operator fails, without just cause, to establish a new Commercial Wildlife Operation or new Commercial Plant Operation, as the case may be, within that time, the Minister may declare that the right of first refusal of the Inuit Central Government has lapsed.

8. Where the Minister declares that the right of first refusal of the Inuit Central Government has lapsed, the opportunity to establish a new Commercial Wildlife Operation or new Commercial Plant Operation, as the case may be, may then be made available to the original applicant and the Inuit Central Government shall not have a further right of first refusal in relation to the application, except at the discretion of the Minister.

9. The Minister may extend any time period set out in this schedule when requested by the Inuit Central Government.

Schedule 12-F: Measures Under Federal Laws or Provincial Laws of General Application to Permit Harvesting by Inuit Residing in Labrador Outside the Labrador Inuit Settlement Area (section 12.13.6)

1. The provisions of this schedule shall be implemented by orders or regulations made from time to time under federal or provincial Laws.

2. In this schedule:

"Communal Inuit License" means a license to Harvest Wildlife or Plants referred to in paragraph 9 of this schedule; and

"Special Inuit License" means a license to Harvest Wildlife or Plants referred to in paragraph 3 of this schedule.

3. Inuit who are Ordinarily Resident in Labrador outside the Labrador Inuit

Settlement Area shall, subject to any applicable Communal Inuit License, be issued licenses to Harvest Wildlife or Plants for Subsistence purposes that they cannot otherwise acquire under the Agreement free of charge.

4. The issuance of licences under this schedule is subject to federal and provincial Laws application respecting Conservation, public health and public safety.

5. The holder of a Special Inuit License shall be permitted to take Wildlife or Plants specified in the license in any area, zone or portion of an area or zone in that part of Labrador outside the Labrador Inuit Settlement Area shown on the map in schedule 12-G which is open under federal and provincial Laws.

6. Subject to paragraphs 3, 4 and 5 of this schedule, the Minister may, after Consultation with the Board, set any other conditions and limits in Special Inuit Licenses as may, in the opinion of the Minister, be necessary to provide Subsistence Harvesting opportunities to license holders, subject to the requirements of Conservation and public health or safety.

7. Notwithstanding any other provision of this schedule, the Minister retains the jurisdiction to determine bag limits and other Harvesting limits with respect to Harvesting under this schedule.

8. Bag or other Harvesting limits for holders of Special Inuit Licenses shall, subject to the provisions of any applicable Communal Inuit License, not be less than limits for ordinary or regular licenses.

9. The Minister may, after Consultation with the Board, if the Minister deems it necessary for purposes of providing Subsistence Harvesting opportunities for Inuit or for purposes of Conservation or the better management or administration of Wildlife or Plants, issue a communal license to the Inuit Central Government to enable Inuit who are Ordinarily Resident in Labrador outside the Labrador Inuit Settlement Area to Harvest a species or stock of Wildlife or Plants and carry on related activities subject to limits and conditions set out in the communal license.

10. Without restricting the generality of paragraph 9 of this schedule, a Communal Inuit License may specify any condition respecting any of the following matters:

(a) the species and quantities of Wildlife or Plants that are permitted to be Harvested or transported;

(b) the dates, times and places where Wildlife or Plants may be Harvested or transported;

(c) the method by which the Inuit Central Government may designate individuals, vehicles or vessels that may participate in the Harvesting or transportation of Wildlife or Plants;

(d) the documents that constitute proof of designation to Harvest or transport Wildlife or Plants under the Communal Inuit License;

(e) the maximum number of individuals, vehicles or vessels that may be designated to carry on Harvesting or related activities under the Communal Inuit License;

(f) the equipment, gear and vehicles or vessels that may be used;

(g) the disposition of Wildlife or Plants Harvested under authority of the Communal Inuit License; and

(h) information to be reported with respect to Harvesting under the Communal Inuit License and the methods, places and times for the reporting of that information.

11. In the event of an inconsistency between the conditions of a Special Inuit License or a Communal Inuit License and any order or regulation, the conditions of the Special Inuit License or Communal Inuit License prevail to the extent of the inconsistency.

12. No individual carrying on Harvesting or any related activity under the authority of a Special Inuit License or a Communal Inuit License shall contravene or fail to comply with any condition of the license.

13. The holder of a Special Inuit License may designate another Inuk to use that license on condition that Inuk so designated:

(a) holds or is entitled to hold a Special Inuit License; and

(b) is in possession of the license while Harvesting.

14. No Person other than an individual designated by the Inuit Central Government may Harvest under the authority of a Communal Inuit License.

15. The Minister shall Consult the Inuit Central Government about Legislation proposed for the implementation of this schedule and about any amendment to that Legislation.

Schedule 12-G: Map Showing Areas Outside the Labrador Inuit Settlement Area Where Inuit Rights Under Schedule 12-F Apply (schedule 12-F, paragraph 5)

To be negotiated and appended prior to conclusion of the Agreement.

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Chapter 13: Fisheries

Part 13.1 Definitions

13.1.1 In this chapter:

"Aquaculture" means the production, breeding, holding or raising of Fish and the cultivation or culture of Aquatic Plants and includes sea and river ranching but does not include the holding of Fish or Aquatic Plants in an aquarium for non-commercial purposes or the holding of Fish or Aquatic Plants for experimental purposes;

"Aquaculture Facility" means a place on land or in water where Aquaculture may be carried on and includes all related gear, equipment and constructions;

"Board" means the Torngat Joint Fisheries Board established under section 13.9.1;

"Commercial Fishing Licence" includes experimental and exploratory licences;

"Conservation" means the management of Fish, Fish Habitat or Aquatic Plants, including the management of human activities in relation to them, to foster Sustainable Utilization and the maintenance of natural populations, biodiversity and ecological processes;

"Inuit Domestic Harvest Level" means the quantity of a species or stock of Fish or species of Aquatic Plant established under section 13.5.2;

"Sustainable Utilization" means the use and management of Fish, Fish Habitat or Aquatic Plants in a manner which does not impair their natural viability in order to meet the needs of the present without compromising the ability of future generations to meet their own needs;

"Total Allowable Catch" means the total quantity of a species or stock of Fish which may be Harvested, as established by the Minister; and

"Total Allowable Harvest" means the total quantity of a species of Aquatic Plant which may be Harvested, as established by the Minister;

Part 13.2 General

13.2.1 Conservation is a priority in decision making which relates to or affects Fish, Aquatic Plants or fisheries in the Labrador Inuit Settlement Area.

13.2.2 Information relevant to the Conservation and management of Fish, Aquatic Plants, fisheries or Fish Habitat in the Labrador Inuit Settlement Area shall be shared and exchanged in a timely manner among the Minister, the Board and the Inuit Central Government upon request of any of them.

13.2.3 Nothing in this chapter shall be construed to prevent any individual from killing a Fish for survival in an emergency.

13.2.4 Section 13.2.3 shall not be construed as providing lawful excuse under any Law of General Application to a Person who kills a Fish as a result of his or her negligence, mismanagement or willful misconduct.

Part 13.3 Inuit Domestic Fishery

13.3.1 If no Inuit Domestic Harvest Level is established, the Inuit have the right to Harvest in accordance with this chapter, at all times of the year and throughout the Labrador Inuit Settlement Area, any species or stock of Fish or Aquatic Plant up to the quantity needed for their food, social and ceremonial purposes.

13.3.2 If an Inuit Domestic Harvest Level is established, an Inuk has the right to Harvest in accordance with this chapter, at all times of the year and throughout the Labrador Inuit Settlement Area, a species or stock of Fish or Aquatic Plant for his or her food, social and ceremonial purposes up to the quantity specified in the documentation provided to him or her by the Inuit Central Government under section 13.8.10.

13.3.3 An Inuk Harvesting under section 13.3.1 or 13.3.2, or an individual Harvesting under section 13.3.10, may employ any humane method of Harvesting and may possess and use any equipment for that purpose.

13.3.4 For purposes of section 13.3.3, a method or technology used by Inuit to Harvest Fish is humane if it was permissible under Laws of General Application respecting harvesting of Fish in effect on August 1, 1999, except as otherwise provided in any Legislation that implements an International Agreement.

13.3.5 No Inuk or individual Harvesting under section 13.3.10 may sell any species or stock of Fish or Aquatic Plant Harvested under section 13.3.1 or 13.3.2, except the non-edible by-products of Fish.

13.3.6 The Inuit have the right to exchange, trade or barter among themselves and with other aboriginal individuals any species or stock of Fish or Aquatic Plant

Harvested under section 13.3.1 or 13.3.2.

13.3.7 An Inuk Harvesting under section 13.3.1 or 13.3.2, or an individual Harvesting under section 13.3.10, has a right of access to all lands and waters in the Labrador Inuit Settlement Area, except those excluded in chapter 12.

13.3.8 An individual in possession of the documentation referred to in section 13.8.10 or 13.8.11 does not need any form of permit or licence to exercise the rights referred to in section 13.3.1 or 13.3.2. This section does not restrict Canada's ability to require licences for the use and possession of firearms under federal laws on the same basis as applies to other aboriginal peoples in Canada.

13.3.9 No fee may be imposed on an Inuk Harvesting under section 13.3.1 or 13.3.2.

13.3.10 An Inuk may transfer opportunities to Harvest pursuant to his or her rights under section 13.3.1 or 13.3.2 to another Inuk, another aboriginal individual, a Non-Beneficiary spouse of an Inuk, or Non-Beneficiary parent of an Inuk.

13.3.11 The individual and collective rights of the Inuit set out in this part are subject to management by the Inuit Central Government, which shall avoid unnecessary interference with the exercise of these rights.

13.3.12 The Inuit have the right to transport any species or stock of Fish or Aquatic Plant Harvested under sections 13.3.1 and 13.3.2 outside the Labrador Inuit Settlement Area to Inuit or other aboriginal people, on condition that the species or stock of Fish or Aquatic Plant so transported is identified as having been Harvested in the Inuit Domestic Fishery.

13.3.13 Notwithstanding section 13.3.12, an Inuk may be required by the Minister or the Inuit Central Government to obtain a permit to transport any species or stock of Fish or Aquatic Plant outside the Labrador Inuit Settlement Area, but:

(a) the permit shall be issued upon request unless good cause exists for refusing to issue the permit;

(b) the permit shall contain terms and conditions as established by Laws of General Application; and

(c) any fee for the permit shall be waived.

Part 13.4 Limitations on Inuit Domestic Fishery

13.4.1 The exercise by any individual of rights in the Inuit Domestic Fishery is subject only to:

(a) Inuit Laws;

(b) Laws of General Application in relation to Conservation, public health or public safety, including Legislation related to firearm control; and

(c) measures in relation to Conservation, public health or public safety, established by the Minister under Legislation.

13.4.2 Subject to section 13.4.4, before establishing a measure referred to in subsection 13.4.1(c) which limits the Inuit Domestic Fishery, the Minister shall Consult the Inuit Central Government for the purpose of attempting to reach agreement on measures which the Inuit Central Government could take to effect the same purpose. If, failing agreement, the Minister establishes any measure which limits the Inuit Domestic Fishery, the Minister shall give written reasons to the Inuit Central Government.

13.4.3 The Consultation referred to in section 13.4.2 may be terminated by the Minister 60 days after Consultation is initiated if, in that time, the Consultation has failed to result in an agreement.

13.4.4 If Consultation under section 13.4.2 is not practical because of an emergency, the Minister shall, within seven days of establishing a measure referred to in subsection 13.4.1(c), notify the Inuit Central Government of the measure that has been established and shall seek the advice and views of the Inuit Central Government as soon as practical thereafter

Part 13.5 Inuit Domestic Harvest Level

Establishment of the Inuit Domestic Harvest Level

13.5.1 The Inuit Domestic Harvest Level is intended for the protection of the Inuit Domestic Fishery and shall be a basis for management of Harvesting of the species or stock of Fish or Aquatic Plant to which it relates.

13.5.2 For each species or stock of Fish or Aquatic Plant in the Labrador Inuit Settlement Area for which a Total Allowable Catch or Total Allowable Harvest is established, the Minister may, in accordance with this part, establish an Inuit Domestic Harvest Level for Inuit food, social and ceremonial purposes in relation to that species or stock of Fish or Aquatic Plant.

13.5.3 Subject to section 13.5.6, the Minister shall establish an Inuit Domestic Harvest Level recommended by the Inuit Central Government.

13.5.4 The Inuit Domestic Harvest Level is an estimate of the amount of a species or stock of Fish or Aquatic Plant in the Labrador Inuit Settlement Area needed annually by the Inuit for their food, social and ceremonial purposes and shall be based on all relevant available information, including:

(a) data compiled on an ongoing basis by the Inuit using traditional ecological knowledge;

(b) data compiled on an ongoing basis by the Inuit Government while monitoring the Inuit Domestic Fishery;

(c) historical data;

(d) variations in the availability and accessibility of any species or stock of Fish or Aquatic Plant; and

(e) information provided by the Inuit Central Government under section 13.5.5 about the nutritional, social and ceremonial importance of each species or stock of Fish or Aquatic Plant to the Inuit.

13.5.5 The Minister shall accept the recommendation under section 13.5.3 by the Inuit Central Government of an Inuit Domestic Harvest Level unless the Minister determines that the recommendation is not supported by the information referred to in section 13.5.4. A recommendation under this section may provide relevant information about the nutritional, social and ceremonial importance of any species or stock of Fish or Aquatic Plant to the Inuit.

13.5.6 If the Minister determines that a recommendation is not supported by the information referred to in section 13.5.4, the Minister shall provide the Inuit Central Government with the determination and reasons in writing, and the Inuit Central Government may within 30 days or any other time agreed upon with the Minister, recommend another Inuit Domestic Harvest Level to the Minister.

13.5.7 If the Minister determines that the Inuit Domestic Harvest Level recommended by the Inuit Central Government under section 13.5.6 is not supported by the information referred to in section 13.5.4, the Minister may, after Consultation with the Inuit Central Government for the purpose of attempting to reach agreement on the Inuit Domestic Harvest Level, establish an Inuit Domestic Harvest Level which differs from that recommended by the Inuit Central Government.

13.5.8 The Consultation referred to in section 13.5.7 may be terminated by the Minister 30 days after Consultation is initiated if, in that time, the Consultation has failed to result in an agreement.

13.5.9 If, after having been requested to do so, the Inuit Central Government fails to recommend an Inuit Domestic Harvest Level, the Minister may establish an Inuit Domestic Harvest Level after Consultation with the Inuit Central Government for the purpose of attempting to reach agreement on the Inuit Domestic Harvest Level.

13.5.10 The Consultation referred to in section 13.5.9 may be terminated by the Minister 30 days after Consultation is initiated if, in that time, the Consultation has failed to result in an agreement.

13.5.11 The obligations and discretions referred to in section 13.5.3 and sections 13.5.5 through 13.5.10 may not be delegated by the Minister to below the level of Regional Director General.

13.5.12 The Minister shall give notice to the Inuit Central Government and the Board of any decision which the Minister makes concerning an Inuit Domestic Harvest Level.

Purpose and Use of the Inuit Domestic Harvest Level

13.5.13 The Inuit Domestic Harvest Level constitutes a first demand against a Total Allowable Catch or Total Allowable Harvest, in accordance with the provisions of this chapter.

13.5.14 For each species or stock of Fish or Aquatic Plant in the Labrador Inuit Settlement Area for which a Total Allowable Catch or Total Allowable Harvest is established, no Person other than:

(a) an Inuk;

(b) an individual authorized to Harvest in the place of an Inuk under section 13.3.10; or

(c) a member of a group of aboriginal people other than the Inuit who Harvest that species or stock of Fish or Aquatic Plant in the Labrador Inuit Settlement Area for their food, social and ceremonial purposes under a treaty right;

may be authorized to Harvest that species or stock of Fish or Aquatic Plant, except to the extent that the Total Allowable Catch or Total Allowable Harvest exceeds the aggregate of the Inuit Domestic Harvest Level and the quantity needed by those other Aboriginal individuals for their food, social and ceremonial purposes.

Reduction of Amounts that may be Taken in Inuit Domestic Fishery

13.5.15 If, for a species or stock of Fish or Aquatic Plant in the Labrador Inuit Settlement Area for which a Total Allowable Catch or Total Allowable Harvest is established, the Total Allowable Catch or Total Allowable Harvest is less than the aggregate of:

(a) the Inuit Domestic Harvest Level; and

(b) the quantity needed by members of a group of aboriginal people other than the Inuit who Harvest that species or stock of Fish or Aquatic Plant in the Labrador Inuit Settlement Area for their food, social and ceremonial purposes under a treaty right,

the Minister shall allocate an equitable portion of the Total Allowable Catch or Total Allowable Harvest for Inuit, and all Recreational Fishing and commercial and non-aboriginal fisheries in the Labrador Inuit Settlement Area directed at that species or stock of Fish or Aquatic Plant shall first be closed.

13.5.16 If, after a Total Allowable Catch or Total Allowable Harvest has been established for a species or stock of Fish or Aquatic Plant in the Labrador Inuit Settlement Area, the Minister reduces that Total Allowable Catch or Total Allowable Harvest for a period of time to an amount which is less than the aggregate of:

(a) the Inuit Domestic Harvest Level; and

(b) the quantity needed by members of a group of aboriginal people other than the Inuit who Harvest that species or stock of Fish or Aquatic Plant in the Labrador Inuit Settlement Area for their food, social and ceremonial purposes under a treaty right,

the Minister may make an equitable reduction in the amount of the species or stock of Fish or Aquatic Plant which may be taken in the Inuit Domestic Fishery for that species or stock of Fish or Aquatic Plant, and all Recreational Fishing and commercial and non-aboriginal fisheries in the Labrador Inuit Settlement Area directed at that species or stock of Fish or Aquatic Plant shall first be closed for the duration of that period of time.

13.5.17 Before making an allocation referred to in section 13.5.15 or a reduction referred to in section 13.5.16, the Minister shall Consult the Inuit Central Government and shall include the Inuit Central Government in Consultations that the Minister may undertake with representatives of the other group of aboriginal people for the purpose of attempting to reach agreement on the allocations to be made to Inuit and the other aboriginal individuals.

13.5.18 The Consultation with the Inuit Central Government referred to in section 13.5.17 may be terminated by the Minister 90 days after Consultation is initiated if, in that time, the Consultation has failed to result in an agreement.

13.5.19 In making an allocation referred to in section 13.5.15 or a reduction referred to in section 13.5.16 and in conducting Consultations under section 13.5.17, the Minister shall consider the provisions of any treaty under which the other aboriginal individuals are beneficiaries, alternate resources and places available to them for purposes of Harvesting generally and the relevant provisions of any agreement between the Inuit and the other aboriginal people.

13.5.20 Prior to the Agreement, the Parties will negotiate:

(a) whether sections 13.5.15 through 13.5.19 are necessary or should be varied in light of any overlap agreements made between the Inuit and other aboriginal peoples; and if so

(b) whether subsections 13.5.14(c), 13.5.15(b), 13.5.16(b) and section 13.5.17 will include reference to aboriginal people, other than the Inuit, who have traditionally Harvested Fish or Aquatic Plants in the Labrador Inuit Settlement Area for food, social and ceremonial purposes and who continue to do so.

Part 13.6 Customary Fishing Areas

13.6.1 In order to protect the Inuit Domestic Fishery and facilitate Harvesting in the Inuit Domestic Fishery, the Minister shall, after considering the recommendations of the Inuit Central Government under subsection 13.8.8(b), establish areas within the Zone, to be known as Customary Fishing Areas, which are of customary or traditional importance to the Inuit and shall establish fisheries management measures applicable therein.

13.6.2 The fisheries management measures applicable to a Customary Fishing Area may, where appropriate, identify parts of a Customary Fishing Area where specified species or stocks of Fish or Aquatic Plant may be Harvested solely by Inuit and place restrictions or limitations on fisheries other than the Inuit Domestic Fishery, including:

(a) restrictions on type of equipment, including vessel size;

(b) limitations on when Harvesting may be conducted; and

(c) limitations on the species or stocks of Fish or Aquatic Plant which may be Harvested.

13.6.3 The Minister shall give written reasons to the Inuit Central Government where the Minister does not accept its recommendation concerning a Customary Fishing Area.

13.6.4 The Minister may change the boundaries of or disestablish a Customary Fishing Area or may amend the fisheries management measures applicable therein.

13.6.5 Subject to section 13.6.6, before changing the boundaries of or disestablishing a Customary Fishing Area or before amending the fisheries management measures applicable therein, the Minister shall Consult the Inuit Central Government and shall inform the Inuit Central Government in writing of his or her decision.

13.6.6 If Consultation under section 13.6.5 is not practical because of an emergency, the Minister shall, within seven days of making a decision referred to in section 13.6.5, notify the Inuit Central Government of the decision and seek the advice and views of the Inuit Central Government as soon as practical thereafter.

13.6.7 The Minister shall give notice to the Board of any decision which the Minister may make under this part.

Part 13.7 Times and Places for the Inuit Domestic Fishery

13.7.1 If the Inuit Central Government recommends times and places for the Inuit Domestic Fishery under subsection 13.8.8(c), the Minister shall either establish the recommended times and places or, after Consultation with the Inuit Central Government for the purpose of attempting to reach agreement on those times and places, establish times and places which differ from those recommended by the Inuit Central Government. The Minister shall give timely written reasons to the Inuit Central Government where the Minister establishes times and places which differ from those recommended by the Inuit Central Government unless agreement on times and places has been achieved by Consultation.

13.7.2 If, after having been requested to do so, the Inuit Central Government fails to recommend times and places for the Inuit Domestic Fishery under subsection 13.8.8 (c), the Minister may establish these times and places after Consultation with the Inuit Central Government for the purpose of attempting to reach agreement on the times and places.

13.7.3 The Consultation referred to in sections 13.7.1 and 13.7.2 may be terminated by the Minister 30 days after Consultation is initiated if, in that time, the Consultation has failed to result in an agreement.

Part 13.8 Inuit Central Government

Law-Making Authority

13.8.1 The Inuit Central Government may make laws in relation to:

(a) management of the Inuit Domestic Fishery, subject to section 13.3.11 and decisions of the Minister under sections 13.5.2, 13.5.15 and 13.5.16 and measures established by the Minister under sections 13.6.1, 13.7.1 and 13.7.2;

(b) management of Aquaculture in waters overlying Labrador Inuit Lands;

(c) subject to section 13.8.15, the determination of who may Harvest Fish under the Commercial Fishing Licences and the Recreational Fishing opportunities issued to the Inuit Central Government under part 13.11;

(d) subject to section 12.10.1, the determination of who may Harvest Fish in waters overlying Labrador Inuit Lands;

(e) subject to section 12.10.1, the management of access to or use of Labrador Inuit Lands for purposes of Harvesting of Fish; and

(f) the management of the transfer of opportunities to Harvest Fish under section 13.3.10.

13.8.2 If there is a Conflict between an Inuit Law made under section 13.8.1 and

(a) a federal Law of General Application related to Conservation;

(b) a Law of General Application related to public health or public safety; or

(c) a measure in relation to Conservation, public health or public safety established by the Minister under a Law of General Application and in accordance with section 13.8.5,

the Law of General Application referred to in subsections 13.8.2(a) and 13.8.2(b) or measure referred to in subsection 13.8.2(c) prevails to the extent of the Conflict.

13.8.3 Except as provided in section 13.8.2, if there is a Conflict or inconsistency between an Inuit Law made under section 13.8.1, and a federal or provincial Law, the Inuit Law prevails to the extent of the Conflict or inconsistency.

13.8.4 For purposes of section 13.8.3, Laws are not inconsistent merely because they make provision for the same subject matter.

13.8.5 Subject to section 13.8.7, before establishing a measure referred to in subsection 13.8.2(c) which directly affects the Inuit Domestic Fishery, the Minister shall Consult the Inuit Central Government for the purpose of attempting to reach agreement on the measure to be established and who shall establish the measure. Where, failing agreement, the Minister establishes any measure which directly affects the Inuit Domestic Fishery, the Minister shall give written reasons to the Inuit Central Government.

13.8.6 The Consultation referred to in section 13.8.5 may be terminated by the Minister 30 days after Consultation is initiated if, in that time, the Consultation has failed to result in an agreement.

13.8.7 Where Consultation under section 13.8.5 is not practical because of an emergency, the Minister shall, within seven days of establishing a measure referred to in subsection 13.8.3(c), notify the Inuit Central Government of the measure that has been established and shall seek the advice and views of the Inuit Central Government as soon as practical thereafter.

Powers and Responsibilities of the Inuit Central Government

13.8.8 Subject to this chapter, the Inuit Central Government has the power to:

(a) recommend the Inuit Domestic Harvest Level to the Minister;

(b) recommend the location and boundaries of Customary Fishing Areas, and the fisheries management measures applicable therein, to the Minister; and

(c) recommend times and places for the Inuit Domestic Fishery to the Minister.

13.8.9 The Inuit Central Government shall make its recommendations under section 13.8.8 to the Minister in writing and shall, at the request of the Minister, provide all supporting data.

13.8.10 The Inuit Central Government shall, in making a recommendation for the establishment of a Customary Fishing Area, provide its reasons for considering the area to be of customary or traditional importance to Inuit.

13.8.11 The Inuit Central Government shall inform the Board of its recommendations to the Minister and shall inform the Minister and the Board in a timely manner of the measures it proposes taking to manage the Inuit Domestic Fishery.

13.8.12 The Inuit Central Government may:

(a) provide advice to the Board on any matter on which the Board may make recommendations to the Minister;

(b) promote and undertake research respecting Inuit traditional knowledge related to Fish, Aquatic Plants and Fish Habitat;

(c) conduct Fish and Fish stock assessment programs and other fisheries research activities, in relation to the Labrador Inuit Settlement Area, but these activities shall not duplicate and shall be coordinated with those being conducted by Canada and Newfoundland and by the Board;

(d) produce and disseminate information about the Inuit Domestic Fishery and the Conservation and management of Fish, Aquatic Plants and Fish Habitat in the Labrador Inuit Settlement Area, but these activities shall not duplicate and shall be coordinated with those being conducted by Canada, Newfoundland and the Board; and

(e) provide advice respecting matters which relate to Fish, Aquatic Plants, Fish Habitat or the management of fisheries in or affecting the Labrador Inuit Settlement Area to bodies with regulatory, management, planning or Environmental Assessment responsibilities for the Labrador Inuit Settlement Area.

13.8.13 Where an Inuit Domestic Harvest Level is established, the Inuit Central Government shall provide to each Inuk who has a right to participate in the Inuit Domestic Fishery and has been allocated a portion of the Inuit Domestic Harvest level by the Inuit Central Government, documentation which specifies the species or stock of Fish or Aquatic Plant which may be Harvested and the quantity which may be Harvested.

13.8.14 The Inuit Central Government shall provide to each individual to whom an opportunity to Harvest has been transferred under section 13.3.10 documentation which specifies that the individual is authorized to participate for a specified period of time in the Inuit Domestic Fishery, the name of the transferor and, where an Inuit Domestic Harvest Level is established and the transferor has been allocated a portion of the Inuit Domestic Harvest Level by the Inuit Central Government, the species or stock of Fish or Aquatic Plant which may be Harvested and the quantity which may be Harvested.

13.8.15 The Inuit Central Government shall not authorize any Non-Beneficiary to Harvest or operate under a Commercial Fishing Licence, processing licence or Aquaculture licence issued to the Inuit Central Government if that Person is not eligible to be issued a similar licence by Canada or by Newfoundland.

13.8.16 Where the Inuit Domestic Harvest Level exceeds the Total Allowable Catch or Total Allowable Harvest, or the portion of the Total Allowable Catch or Total Allowable Harvest allocated for Inuit under section 13.5.15 or 13.5.16, the Inuit Central Government shall not allocate that excess.

Part 13.9 Torngat Joint Fisheries Board

13.9.1 On the Effective Date, there shall be established a public body known as the Torngat Joint Fisheries Board.

Board Members

13.9.2 The Board shall consist of seven members, including a chairperson, to be appointed as follows:

(a) the chairperson shall be nominated by the members of the Board referred to in subsections 13.9.2(b), 13.9.2(c) and 13.9.2(d) and appointed by the federal Minister;

(b) three members shall be appointed by the Inuit Central Government;

(c) two members shall be appointed by the federal Minister; and

(d) one members shall be appointed by Newfoundland.

13.9.3 Where the members of the Board referred to in subsections 13.9.2(b), 13.9.2(c) and 13.9.2(d) fail to agree on the nomination of the chairperson within 60 days after the commencement of discussions, the appointment shall be made by the Chief Justice of the Supreme Court of Newfoundland, Trial Division, within 30 days after the expiration of the 60 day period.

13.9.4 For the purposes of section 13.9.3, discussions shall be deemed to have commenced when all members of the Board have been first appointed under subsections 13.9.2(b),13.9.2(c) and 13.9.2(d) and thereafter:

(a) 90 days prior to the expiration of the term of office of an incumbent chairperson;

(b) on the date of receipt by the Board of notice of the death, resignation or termination of appointment of the incumbent chairperson, whichever first occurs; or

(c) on the date of removal of the chairperson from office.

13.9.5 A member of the Board shall be appointed for a term of four years.

13.9.6 A member of the Board may be reappointed to office for a further term.

13.9.7 The chairperson may be removed from office for cause at any time by the federal Minister.

13.9.8 A member of the Board other than the chairperson may be removed from office for cause at any time by the Government which appointed that member.

13.9.9 Each member of the Board shall, before entering upon his or her duties, take and subscribe an oath in the form set out in schedule 13-A before an officer authorized by law to administer oaths.

13.9.10 No member of the Board shall be considered to be in a position of conflict of interest solely because that member is an Inuk or a public servant.

13.9.11 No member of the Board shall be a delegate of the Government which appointed that member.

13.9.12 Subject to section 13.9.22, each member of the Board has the right to participate fully in all deliberations and decisions of the Board.

Quorum

13.9.13 A quorum of the Board shall be the chairperson, two members appointed by the Inuit Central Government and one member appointed by each of the federal Minister and Newfoundland.

Employees

13.9.14 The Board may hire the employees necessary for the conduct of its business.

Matters Pending

13.9.15 Before conclusion of the Agreement, the Parties shall establish a mechanism for the review and approval of the annual budget of the Board.

13.9.16 Before conclusion of the Agreement, the Parties shall establish a mechanism for determining the level of compensation to be paid to members of the Board.

13.9.17 Before conclusion of the Agreement, the Parties shall consider whether it is necessary to accommodate the interests of any other Aboriginal group on the Board.

13.9.18 Before conclusion of the Agreement, the Parties shall establish a mechanism for the selection of substitutes to attend meetings of the Board if members are unable to attend.

Funding

13.9.19 The Parties shall negotiate the funding of the operations of the Board as part of the Implementation Plan.

Decisions

13.9.20 Subject to section 13.9.21, all decisions of the Board shall be by consensus of the members.

13.9.21 If, in the opinion of the chairperson, a decision of the Board on a matter cannot be decided by consensus of the members after reasonable efforts have been made to achieve consensus, the chairperson may declare that the decision shall be decided by a vote in accordance with section 13.9.22.

13.9.22 If a decision of the Board is decided by vote, the decision shall be decided by a majority of votes cast, with the chairperson voting only in order to break a tie. In the event of a decision by vote, a member who is in the minority may file a minority report which shall be appended to the decision.

Observers

13.9.23 Governments have the right to have non-voting advisors or observers attend meetings of the Board. The costs of each advisor or observer shall be paid by the Government sending that individual.

Languages

13.9.24 The Board shall conduct its business in Inuktitut and in one of Canada's official languages but the Inuit Central Government may, from time to time, waive the requirement that business be conducted in Inuktitut.

13.9.25 Inuit may use Inuktitut in all their dealings with the Board.

13.9.26 All resolutions, decisions, Bylaws, recommendations and advice of the Board shall be made available in Inuktitut.

13.9.27 The obligations of the Board under sections 13.9.24, 13.9.25 and 13.9.26 may be met through interpretation and translation.

13.9.28 Communication from the Board:

(a) to Canada shall be in one of Canada's official languages;

(b) to the Province shall be in English; and

(c) to the Inuit Government shall be in Inuktitut.

Bylaws

13.9.29 The Board may make bylaws respecting the management of its internal affairs and the conduct of its business, including bylaws respecting:

(a) the conduct of business at meetings of the Board and the establishment of special and standing committees of the Board;

(b) procedures for making applications, representations and complaints to the Board; and

(c) procedures for obtaining the advice and views of the public.

Part 13.10 Powers and Responsibilities of the Board

13.10.1 The Board shall make recommendations and shall be the primary body making recommendations to the Minister which relate to:

(a) the Conservation of species or stocks of Fish in the Labrador Inuit Settlement Area listed in schedules 13-B and 13-C, species of Aquatic Plants in the Labrador Inuit Settlement Area and Fish Habitat in the Labrador Inuit Settlement Area; and

(b) the management of fisheries in the Labrador Inuit Settlement Area, other than the Inuit Domestic Fishery and the Inuit Domestic Harvest Level, with respect to species or stocks of Fish listed in schedules 13-B and 13-C.

13.10.2 The recommendations referred to in section 13.10.1 include recommendations respecting:

(a) waters within which Harvesting is to be carried out;

(b) the establishment of Total Allowable Catches, Total Allowable Harvests and allocations to the Labrador Inuit Settlement Area;

(c) the attachment of catch controls, such as quotas, to licenses to fish;

(d) the attachment of fishing effort controls, such as vessel size and gear restrictions, to licenses to fish;

(e) the management of non-aboriginal food fisheries;

(f) the management of Recreational Fishing, including the establishment and variation of quotas of Fish that may be taken for Recreational Fishing purposes from a river or watershed or from a Sports Fish Camp;

(g) the criteria and conditions for issuance of licences to transport Fish to, from and within the Labrador Inuit Settlement Area ; and

(h) the criteria for issuance of Commercial Fishing Licences and licences for the commercial processing of Fish in the Labrador Inuit Settlement Area, which may include:

(i) traditional participation in the fishery, adjacency and residency requirements;

(ii) socio-economic needs; and

(iii) economic viability.

13.10.3 The Board may make recommendations to the Minister on:

(a) the exercise of licensing responsibilities by authorities other than the Minister;

(b) standards and requirements for the professional certification of Harvesters engaged in commercial fisheries in the Zone;

(c) the use, management and maintenance of fishing or recreational harbours in the Labrador Inuit Settlement Area;

(d) plans for the Conservation and management of particular Fish Habitats in the Labrador Inuit Settlement Area;

(e) the Harvesting of Aquatic Plants in the Labrador Inuit Settlement Area; and

(f) Aquaculture in the Labrador Inuit Settlement Area.

13.10.4 The Board may:

(a) collect the data necessary to formulate its recommendations;

(b) subject to the provisions of Chapter 11, participate in Environmental Assessment processes and recommend to the Minister and the Inuit Central Government measures to monitor impacts of Projects and Undertakings on Fish, Aquatic Plants and Fish Habitat; and

(c) if approved by the Minister and the Inuit Central Government, implement measures to monitor impacts of Projects and Undertakings on Fish, Aquatic Plants and Fish Habitat.

Board Recommendations

13.10.5 The Board shall make its recommendations to the Minister in writing and shall, at the request of the Minister, include all supporting data.

13.10.6 Before making a recommendation which might affect the Inuit Domestic Fishery, the Board shall Consult the Inuit Central Government. The Board shall provide written reasons to the Inuit Central Government where the Board does not accept its advice. The Board shall advise the Minister of the results of the Consultation.

13.10.7 The Minister shall notify the Board of his or her decision with respect to any recommendation the Board makes under sections 13.10.1 and section 13.10.3 and shall give timely written reasons to the Board where the Minister does not accept its recommendation.

Additional Powers and Responsibilities of the Board

13.10.8 At the request of either the Minister or the Inuit Central Government, whichever has jurisdiction in the particular case, and subject to funding specially provided by the Government making the request, the Board may perform any function which relates to any species or stock of Fish or Aquatic Plant, Fish Habitat or fishery in the Labrador Inuit Settlement Area, including:

(a) functions related to fisheries management measures such as monitoring catch and quotas, exercising co-operative enforcement responsibilities and assisting in the resolution of fishing gear conflicts;

(b) functions related to the use, management and maintenance of fishing or recreational harbours; and

(c) functions related to Aquaculture, including the issuance of Aquaculture licences.

13.10.9 The Board may conduct studies and research and undertake public education and awareness programs.

13.10.10 The Board may advise the Minister on any matter which relates to any species or stock of Fish or Aquatic Plant, Fish Habitat or fishery in the Labrador

Inuit Settlement Area and, through advisory processes established by the Minister, the Conservation and management of Fish in Waters Adjacent to the Zone.

Ministerial Initiatives

13.10.11 The Minister shall Consult the Board prior to establishing special initiatives or programs which relate to any species or stock of Fish or Aquatic Plant, Fish Habitat or fisheries in the Labrador Inuit Settlement Area, including licence retirement and emergency response programs.

13.10.12 The Minister shall Consult the Board before making any decision to remove or change any of the limited entry criteria applicable to participation in commercial fisheries in the Labrador Inuit Settlement Area directed at a species or stock of Fish listed in schedule 13-B, which is in effect on the Effective Date.

13.10.13 The Minister shall Consult the Board before issuing any Aquaculture licence for a site in the Labrador Inuit Settlement Area.

Part 13.11 Commercial Harvesting

Commercial Fishing

13.11.1 Where in any calender year after the Effective Date, the Minister decides to issue more Commercial Fishing Licences to fish in the Labrador Inuit Settlement Area for a species or stock of Fish listed in schedule 13-B than were available for issuance in the year of the Agreement, the Minister, when issuing those additional licences, shall take into account the following criteria:

(a) residency in the Labrador Inuit Settlement Area;

(b) adjacency to the Zone; and

(c) individual historical attachment to the commercial fishery of that species or stock in the Labrador Inuit Settlement Area.

13.11.2 Subject to section 13.11.9, where in any calender year after the Effective Date the Minister decides to issue more Commercial Fishing Licences to fish in the Labrador Inuit Settlement Area for a species or stock of Fish listed in schedule 13-B than the number available for issuance in the year of the Agreement, the Minister shall offer to issue 70% of the additional licences to the Inuit Central Government.

13.11.3 Subject to section 13.11.9, where in any calendar year after the Effective Date the Minister decides to issue more Commercial Fishing Licences to fish in the Labrador Inuit Settlement Area for a species or stock of Fish listed in schedule 13-C than the number available for issuance in the year of the Agreement, the Minister shall offer to issue 60% of the additional licences to the Inuit Central Government.

13.11.4 Subject to section 13.11.9, where in any calendar year after the Effective Date the Minister decides to issue more Commercial Fishing Licences to fish in Waters Adjacent to the Zone for a species or stock of Fish listed in schedule 13-D than the number available for issuance in the year of the Agreement, the Minister shall offer to issue 20% of the additional licences to the Inuit Central Government.

13.11.5 Subject to section 13.11.9, where, after the Effective Date, the Minister decides to issue Commercial Fishing Licences to fish in the Labrador Inuit Settlement Area for a species or stock of Fish listed in schedule 13-C which was not subject to commercial licensing on the Effective Date, the Minister shall offer to issue 60% of the licences to the Inuit Central Government.

13.11.6 Subject to section 13.11.9, where, after the Effective Date, the Minister decides to issue Commercial Fishing Licences to fish in Waters Adjacent to the Zone for a species or stock of Fish listed in schedule 13-D which was not subject to commercial licensing on the Effective Date, the Minister shall offer to issue 20% of the licences to the Inuit Central Government.

13.11.7 Where in any calendar year after the Effective Date the Minister decides to issue more Commercial Fishing Licences to fish for shrimp in Waters Adjacent to the Zone than the number available for issuance in the year of the Agreement, the Minister shall offer access to the Inuit Central Government through an additional Commercial Fishing Licence issued to the Inuit Central Government or by some other means to 11% of the quantity available to be Harvested under those licences.

13.11.8 Subject to section 13.11.9, where, after the Effective Date, the Minister decides to issue commercial licences to Harvest in the Labrador Inuit Settlement Area an Aquatic Plant which was not subject to commercial licensing on the Effective Date, the Minister shall offer to issue 60% of the licences to the Inuit Central Government.

13.11.9 If the system for authorizing commercial fishing opportunities changes from the system in existence on the Effective Date, the Minister shall offer to the Inuit Central Government participation under the new system which is at least as favourable as that set out under sections 13.11.2 through 13.11.8.

13.11.10 Nothing in this part prevents the Minister from continuing to issue Commercial Fishing Licences available for issuance on the Effective Date.

Applicable Conditions

13.11.11 Without limiting the authority of the Inuit Central Government under subsection 13.8.1(c), all licences issued to the Inuit Central Government under sections 13.11.2, 13.11.3, 13.11.4, 13.11.5, 13.11.6, 13.11.7 and 13.11.8 shall be subject to Laws of General Application governing any other similar licence.

13.11.12 For purposes of calculating the number of licences available for issuance in sections 13.11.2, 13.11.3, 13.11.4, and 13.11.7, a licence is deemed to be available for issuance if a Person is eligible to be issued the licence in accordance with the then existing federal policy for the issuance of Commercial Fishing Licences.

Recreational Fishing and Sports Fish Camps

13.11.13 After Consultation with the Board and the Sports Fish Camp owners or operators in the Labrador Inuit Settlement Area, the Minister shall establish and cap the number of Fish that may be taken annually at or from Sports Fish Camps existing in the Labrador Inuit Settlement Area on the Effective Date.

13.11.14 The opportunities for Sports Fish Camps to Harvest the numbers of Fish established under section 13.11.13 are subject to section 13.5.14 and cannot be transferred to a third party separately from a transfer of the Sports Fish Camp.

13.11.15 If the number of Fish available for Sports Fish Camps in the Labrador Inuit Settlement Area exceeds the number established under section 13.11.13, the Minister shall make an allocation to the Inuit Central Government on a priority basis for the purpose of supporting the establishment of Sports Fish Camps owned by Inuit Businesses and the continued operation of Sports Fish Camps owned by Inuit Businesses.

13.11.16 If a commercial fishery in the Labrador Inuit Settlement Area for a species or stock of Fish listed in schedule 13-B or 13-C is closed for an indefinite period but Recreational Fishing with respect to that species or stock remains open in the Labrador Inuit Settlement Area, the Minister shall offer to the Inuit Central Government 80% of all commercial Recreational Fishing opportunities in the Labrador Inuit Settlement Area with respect to that species or stock which are surplus to the number established under section 13.11.13.

13.11.17 Any Fish that are surplus to the amounts established under section 13.11.13 and 13.11.15 and, when applicable, section 13.11.16, may be allocated by the Minister at the Minister's discretion.

Aquaculture

13.11.18 The Inuit Central Government shall have a right of first refusal to establish Aquaculture Facilities in the Labrador Inuit Settlement Area outside Labrador Inuit Lands.

13.11.19 Procedures for the exercise of the right of first refusal referred to in section 13.11.18 shall be as set out in schedule 13-E.

13.11.20 Where the Inuit Central Government does not exercise the right of first refusal under section 13.11.18, or where the right of first refusal is exercised and the Inuit Central Government fails, without just cause, to establish an Aquaculture Facility within two years of notifying the Minister of its intention to exercise the right of first refusal, the Minister may declare that the right of first refusal of the Inuit Central Government has lapsed and the opportunity to establish an Aquaculture Facility may then be made available to third parties.

13.11.21 The Inuit Central Government has the exclusive authority to determine who may operate pursuant to an Aquaculture licence issued to the Inuit Central Government under section 13.11.18.

13.11.22 Without limiting the authority of the Inuit Central Government under section 13.11.21, Aquaculture licences issued to the Inuit Central Government under section 13.11.18 shall be subject to Laws of General Application.

Fish Processing

13.11.23 Newfoundland shall Consult the Inuit Central Government prior to making any decision to privatize or decommission any publicly-owned Fish plant or Fish processing facility in the Labrador Inuit Settlement Area.

13.11.24 If Newfoundland decides to privatize or decommission any publicly-owned Fish plant or Fish processing facility in the Labrador Inuit Settlement Area, the Inuit Central Government shall have a right of first refusal to acquire the Fish plant or Fish processing facility for the sum of $1.00.

13.11.25 Where in any calendar year after the Effective Date the Minister decides to issue more licences for land-based Fish processing capacity in the Labrador Inuit Settlement Area than the capacity which exists on the Effective Date, the Minister shall offer to issue 70% of the additional licences or processing capacity to the Inuit Central Government.

13.11.26 The Inuit Central Government has the exclusive authority to determine who may carry out the processing under the licences issued to the Inuit Central Government under section 13.11.25.

13.11.27 Without limiting the authority of the Inuit Central Government under section 13.11.26, all licences issued to the Inuit Central Government under section 13.11.27 shall be subject to Laws of General Application.

13.11.28 Nothing in the Agreement prevents the Inuit or an Inuk from acquiring additional commercial fishing opportunities, Recreational Fishing opportunities or establishing additional Aquaculture Facilities through the processes applicable to all Persons.

Part 13.12 Interjurisdictional Matters

13.12.1 Any Legislation implementing an International Agreement which relates to any species or stock of Fish or Aquatic Plant, Fish Habitat or the management of fisheries in or affecting the Labrador Inuit Settlement Area shall be interpreted and administered to treat the Inuit on at least as favourable a basis as any other aboriginal people of Canada.

13.12.2 Any Legislation implementing a Domestic Interjurisdictional Agreement which relates to any species or stock of Fish or Aquatic Plant, Fish Habitat or the management of fisheries in or affecting the Labrador Inuit Settlement Area shall be interpreted and administered to treat the Inuit on at least as favourable a basis as any other aboriginal people of Canada affected by the Legislation.

13.12.3 Canada shall include Inuit representation, through a person or persons nominated by the Inuit Central Government, in discussions leading to the formulation of Canada's positions respecting any International Agreement, or an amendment thereto, which relates to any species or stock of Fish or Aquatic Plant, Fish Habitat or the management of fisheries in or affecting the Labrador Inuit Settlement Area, and those discussions shall extend beyond those generally available to non-governmental organizations.

13.12.4 When Canada or Newfoundland negotiates a Domestic Interjurisdictional Agreement, or an amendment thereto, which relates to any species or stock of Fish or Aquatic Plant, Fish Habitat or the management of fisheries in or affecting the Labrador Inuit Settlement Area, the Board shall have a role in the negotiations commensurate with its status and responsibilities.

Schedule 13-A: Oath of Office of Board Members (section 13.9.9)

I, ____________________ do solemnly affirm (or swear) that I will faithfully, truly, impartially and honestly and to the best of my judgement, skill and ability, execute and perform the duties required of me as a member of the Board. (So help me God.)

Schedule 13-B (sections 13.10.1, 13.10.12, 13.11.1, 13.11.2 and 13.11.16)

ARCTIC CHAR

ATLANTIC SALMON

SCALLOP

Schedule 13-C (sections 13.10.1, 13.11.3, 13.11.5, and 13.11.16)

GREY SEAL

HARP SEAL

RINGED SEAL

HARBOUR SEAL

HOODED SEAL

BEARDED SEAL

WALRUS

CLAM

MUSSEL

SQUID

WHELK

SHRIMP

SEA URCHIN

SEA CUCUMBER

STAR FISH

LUMP FISH

ROCK COD

TOM COD

SCULPIN

SMELT

CAPELIN

EEL

SAND LANCE

MACKEREL

HERRING

SEA TROUT

WOLF FISH

BROOK TROUT

LAKE TROUT

OUANANICHE

NORTHERN PIKE

WHITE FISH

LANDLOCKED CHAR

BURBOT

SKATE

SUCKERS

SHARK

ARCTIC COD

GRENADIER

ATLANTIC HALIBUT

FLOUNDER

SOLE

PLAICE

REDFISH

ROCK CRAB

TOAD CRAB

SNOW CRAB

PORCUPINE CRAB

STONE CRAB

SPINY CRAB

The list in this schedule is subject to the addition of further species or stocks of Fish as agreed to by the Inuit Central Government and the Minister.

Schedule 13-D (sections 13.11.4 and 13.11.6)

HARP SEAL

HOODED SEAL

TOAD CRAB

SNOW CRAB

SEA CUCUMBER

SAND LANCE

WOLF FISH

PORCUPINE CRAB

SHARK

ARCTIC COD

GRENADIER

ATLANTIC HALIBUT

FLOUNDER

SOLE

PLAICE

STONE CRAB

SPINY CRAB

CAPELIN

SQUID

SKATE

REDFISH

The list in this schedule is subject to the addition of further species or stocks of Fish as agreed to by the Inuit Central Government and the Minister.

Schedule 13-E (section 13.11.19)

To be developed prior to the Agreement and subsequent to this Agreement-in-Principle.

Table of Contents Chapter 14

Chapter 14: Harvesting Compensation

Part 14.1 Definitions

14.1.1 In this chapter:

"Claim" means a claim for compensation for loss or damage under section 14.3.1;

"Claimant" means Inuit or an Inuk;

"Compensation" means monetary compensation including cash payment in a lump sum or by instalments, and also includes non-monetary compensation such as the cost of temporary or permanent relocation, replacement or repair of property, and reimbursement in kind, subject to conservation limits, or any combination thereof;

"Development" means Development as defined in chapter 1 but does not include:

(a) marine transportation other than marine transportation referred to in subsection 14.3.1(d);

(b) Harvesting and management of Wildlife and Plants under chapter 12;

(c) Harvesting and management of Fish and Aquatic Plants under chapter 13; or

(d) Exploration.

Part 14.2 General

14.2.1 This chapter shall be interpreted in a manner consistent with Canada's sovereignty, sovereign rights and jurisdiction and international obligations.

14.2.2 Nothing in this chapter prevents the Inuit Central Government and a Developer from entering into an Inuit Impacts and Benefits Agreement or other agreement that would replace the Developer's liabilities and obligations in relation to Harvesting compensation under this chapter.

14.2.3 Nothing in this chapter is intended or is to be construed so as to limit or reduce the liability of a Developer to carry out or pay for Mitigation, compensation or remedial measures under other chapters of the Agreement or under applicable Laws.

14.2.4 Nothing in this chapter shall be construed as limiting or restricting any right of recourse that a Developer who is liable under section 14.5.1 may have against any Person other than the Claimant.

Part 14.3 Application of Chapter

14.3.1 This chapter applies to:

(a) Developments, including Major Developments, in Labrador Inuit Lands; and

(b) marine transportation in the Zone only where the marine transportation is directly associated with:

(i) Developments, including Major Developments, in Labrador Inuit Lands;

(ii) Major Developments in the Labrador Inuit Settlement Area outside Labrador Inuit Lands;

(iii) Petroleum Exploration and Petroleum Developments in the Zone.

Part 14.4 Marine Transportation

14.4.1 Canada shall specify a Person, a fund, or both, capable of assuming the liability for marine transportation imposed under subsection 14.3.1(b) and such Person, or fund, or both, shall be considered a Developer for the purposes of this chapter.

14.4.2 In respect of commercial marine transportation in or through the Labrador Inuit Settlement Area, the Zone or Waters Adjacent to the Zone, other than marine transportation to which this chapter applies under subsection 14.3.1(b), Inuit are entitled to Harvesting Compensation under federal and provincial Laws. Subject to section 14.4.3, provision for Harvesting Compensation under federal or provincial Laws in the Labrador Inuit Settlement Area, the Zone and Waters Adjacent to the Zone, shall provide protection for Inuit on at least as favourable a basis as protection afforded to Harvesters in other marine areas of Canada under federal or provincial Laws.

14.4.3 Nothing in section 14.4.2 shall be construed so as to apply or extend:

(a) the *Arctic Waters Pollution Prevention Act* to any marine area of Canada to which the act does not apply by virtue of its own provisions; or

(b) other federal Legislation to any marine area of Canada to which that Legislation does not apply by virtue of its own provisions.

Part 14.5 Absolute Liability

14.5.1 A Developer is liable absolutely, without proof of fault or negligence, for loss or damage suffered by a Claimant as a result of the Developer's Development or Major Development referred to in section 14.3.1 in respect of:

(a) loss or damage to property or equipment used in Harvesting or to Wildlife, Fish or Aquatic Plants reduced into possession;

(b) present and future loss of Wildlife, Fish or Aquatic Plants Harvested in the Inuit Domestic Harvest or the Inuit Domestic Fishery;

(c) present and future loss of income from the Harvesting of Wildlife, Fish or Aquatic Plants;

(d) present and future loss of Plants Harvested in the Inuit Domestic Harvest; and

(e) present and future loss of income from the commercial Harvesting of Plants on Labrador Inuit Lands.

14.5.2 Notwithstanding section 14.5.1, a Developer is not liable where that Developer establishes that the loss or damage was wholly the result of an act of God, war, hostilities, civil war or insurrection.

14.5.3 Section 14.5.1 does not apply to a Development or Major Development in the Labrador Inuit Settlement Area which is in operation on the Effective Date unless it is expanded or modified after that date.

14.5.4 For purposes of section 14.5.1 Claimants shall make all reasonable attempts to Mitigate the loss or damage referred to in that section.

Part 14.6 Legislation Limiting Liability

14.6.1 The Inuit Central Government may make laws in Labrador Inuit Lands in relation to the limitation of liability under part 14.5.

14.6.2 Federal and provincial Legislation may provide for appropriate limits of liability of Developers or the methods of setting limits under the absolute liability regime established by this chapter and shall also require proof of financial responsibility and provide for security deposits by Developers and any other matters not inconsistent with this chapter. Recognizing Inuit concerns regarding collection of compensation, Government will give consideration to including enforcement mechanisms in Legislation to implement this chapter. Limits on liability shall be set at levels sufficient to cover reasonably foreseeable damages in relation to various Developments including Major Developments.

14.6.3 Prior to the Agreement, the Parties will negotiate paramountcy or standards in relation to Inuit Laws referred to in section 14.6.1, if necessary.

Part 14.7 Procedure for Making a Claim

14.7.1 Claimants acting individually, collectively or through the Inuit Central Government, shall give written notice of a Claim to the Developer.

14.7.2 Notice of a Claim must be given to a Developer within 3 years of the date on which the loss or damage occurred or within 3 years of the date on which the loss or damage became known to the Claimant, whichever is the later, and if not given within that time, no Claim may be made.

14.7.3 If a Claim is not settled within 30 days of receipt by the Developer of the notice referred to in section 14.7.1, a Claimant or the Developer may refer the Claim to an Arbitration Panel under chapter 21.

14.7.4 An Arbitration Panel, in hearing a Claim, shall give weight to Inuit traditional ecological knowledge and shall take into account the social, cultural, economic, and commercial importance of Wildlife, Plants, Fish and Aquatic Plants to Inuit.

14.7.5 An Arbitration Panel shall hear the Claim and determine liability, under part 14.5, and compensation. The Arbitration Panel shall make a decision within 30 days of completing the hearing of the Claim.

14.7.6 In determining an amount of compensation to be awarded for loss or damage referred to in section 14.5.1, an Arbitration Panel may take into account any act by the Claimant which contributed to the Claimant's loss or damage.

14.7.7 As a general principle, compensation shall not be a guaranteed annual income in perpetuity. A compensation award may be reviewed by an Arbitration Panel at the request of any party to the arbitration affected by the award only at such time as new facts or circumstances may arise or new evidence may become available.

14.7.8 An Arbitration Decision under this chapter may be enforced as if it were an order or judgement issued by the Supreme Court of Newfoundland, Trial Division.

14.7.9 When an Arbitration Panel decides where to hold a hearing, the convenience of the Claimant shall be a major factor.

14.7.10 If an Arbitration Panel determines that loss or damage resulted from the Development activities of more than one Developer, those Developers shall be severally liable.

14.7.11 Nothing in this part prevents a Claimant from seeking redress under federal or provincial Laws with respect to loss or damage arising out of a Development or Major Development. However, if a Claim is referred to an Arbitration Panel under section 14.7.3, the Arbitration Decision shall be conclusive in relation to all losses or damages referred to in section 14.5.1, subject only to judicial review as provided for in section 21.7.6.

14.7.12 If a Claim against a Developer is dismissed, the same Claim may not be made again against the same Developer, but the Claimant may initiate another Claim against another Developer under this chapter.

Table of Contents Chapter 15

Chapter 15: Archaeology

Part 15.1 Definitions

15.1.1 In this chapter:

"Archival Records" means records of historical value that are created or held or both, as the case may be, by Canada and includes any correspondence, memorandum, book, plan, map, drawing, diagram, pictoral or graphic work, photograph, film, microfilm, sound recording, videotape, machine readable record, and any other document, regardless of physical form or characteristics;

"Designated Federal Agency" means the following agencies of Canada:

(a) Department of Indian Affairs and Northern Development;

(b) Parks Canada Agency;

(c) National Archives of Canada; and

(d) Canadian Museum of Civilization

and includes a successor agency;

"Inuit Artifact" means Archaeological Material that is of value for the information it may give about historic or prehistoric Inuit;

"Permitting Authority" means the Government having jurisdiction to issue a permit authorizing an Archaeological Activity;

"Permit Holder" means a Person authorized to carry out an Archaeological Activity under a valid permit issued by a Permitting Authority; and

"Standards" means standards established under section 15.10.1 or 15.10.2.

Part 15.2 General

15.2.1 Archaeological Materials, Archaeological Sites, Inuit Cultural Materials and Ethnographic Materials provide a record of Inuit prehistory, history and use and occupancy of the Labrador Inuit Settlement Area over time and are of ethnological, spiritual, cultural, historic, religious and educational importance to the Inuit. The Parties therefore recognize that the Inuit have an interest in and a role to play in their management, as set out in this chapter.

15.2.2 Except as provided in subsection 9.3.2(f), section 9.3.9 or part 9.4, this chapter does not apply to a National Park or National Park Reserve.

Recovery of Archaeological Material from Foreign Countries

15.2.3 Canada and Newfoundland shall, at the request of the Inuit Central Government, provide assistance to the Inuit Central Government in the recovery of Archaeological Material held in foreign countries.

15.2.4 Nothing in section 15.2.3:

(a) imposes a financial obligation on either Canada or Newfoundland; or

(b) imposes an obligation to provide assistance if, in the sole discretion of Canada or Newfoundland, it is not reasonable to do so.

Part 15.3 Inuit Central Government Jurisdiction

15.3.1 The Inuit Central Government, in Labrador Inuit Lands and the Inuit Communities, may make laws in relation to:

(a) Archaeological Activities;

(b) the protection, preservation and maintenance of Archaeological Sites;

(c) the protection, retention, preservation and maintenance of Archaeological Material, Inuit Cultural Material and Ethnographic Material; and

(d) the registration, identification, preservation and maintenance of historically significant buildings.

15.3.2 If there is a Conflict between an Inuit Law under section 15.3.1 and a Law of General Application, the Law of General Application prevails to the extent of the Conflict.

15.3.3 The Inuit Central Government may make laws in relation to the protection or disturbance of Inuit burial sites or sites of religious or spiritual significance to Inuit on Labrador Inuit Lands.

15.3.4 If there is a Conflict between an Inuit Law under section 15.3.3 and a federal or provincial Law, the Inuit Law prevails to the extent of the Conflict.

15.3.5 Notwithstanding section 15.3.4, if there is a Conflict between the criminal law or a Law of General Application in relation to public health or safety and an Inuit Law under section 15.3.3, the criminal law or the Law of General Application prevails to the extent of the Conflict.

Part 15.4 Historically Significant Buildings

15.4.1 The Inuit Central Government may, in Consultation with Newfoundland, designate buildings in the Labrador Inuit Settlement Area outside Labrador Inuit Lands and the Inuit Communities that are of historical significance to the Inuit.

15.4.2 A building designated under section 15.4.1 shall be deemed to be a historic site for purposes of provincial Law and shall be registered as a historic site.

15.4.3 The Minister shall Consult the Inuit Central Government:

(a) before entering into any agreement for the care or preservation of a building designated under section 15.4.1 or the care or preservation of the site where the building is located; and

(b) before consenting to any request to move, destroy, damage, deface, obliterate, alter, add to, mark, interfere with or remove from the province a building designated under section 15.4.1.

15.4.4 The Inuit Central Government, in the Labrador Inuit Settlement Area outside the Inuit Communities, and each Inuit Community Government within the boundaries of the Inuit Community, shall be deemed to be municipal authorities for purposes of easements or covenants referred to in section 30 of part 5 of the *Historic Resources Act*.

Part 15.5 Consultation with respect to Legislation

15.5.1 Canada and Newfoundland shall Consult the Inuit Central Government in the drafting of Legislation affecting Archaeological Materials and Archaeological Sites.

15.5.2 The Inuit Central Government shall Consult Canada and Newfoundland in the drafting of Inuit Laws under part 15.3.

Part 15.6 Archaeological Permitting

15.6.1 No Person may carry on an Archaeological Activity unless that Person holds a valid permit from the Permitting Authority.

15.6.2 An application for a permit authorizing an Archaeological Activity may be denied where the Permitting Authority reasonably believes the applicant has contravened or failed to comply with Legislation governing archaeology or any term or condition of a permit in relation to an Archaeological Activity in Canada or elsewhere.

Terms or Conditions of Permit

15.6.3 A Permitting Authority shall require that a Permit Holder:

(a) protect and conserve Archaeological Material and Archaeological Sites;

(b) provide a full and detailed record and report, including a nontechnical report, of all Archaeological Activities carried out and all Archaeological Materials and Archaeological Sites found or studied;

(c) subject to any requirement under section 15.6.5, deliver to the Permitting Authority possession of any Archaeological Material discovered or recovered and any associated records;

(d) encourage Inuit participation in Archaeological Activities in addition to meeting the requirements of part 15.7;

(e) restore any place disturbed during an Archaeological Activity to the condition that existed before the commencement of the Archaeological Activity to the extent that it is reasonably possible to do so;

(f) except in the case of an emergency and subject to section 15.6.6, prior to conducting the Archaeological Activity, to attend at a location, specified by the Inuit Central Government, in the Inuit Community closest to the site of the Archaeological Activity to explain and discuss the activities to be carried out;

(g) subject to section 15.6.6, upon completion of the Archaeological Activity, to attend at a location, specified by the Inuit Central

Government, in the Inuit Community closest to the site of Archaeological Activity, to explain and discuss the activities completed and to provide an opportunity for residents of the community to examine any Archaeological Material being removed;

(h) avoid any disturbance of a site known to contain human remains or a site of religious or spiritual significance to Inuit unless authorized by a permit to do so; and

(i) fulfil the terms and conditions of the permit within a time stipulated in the permit.

15.6.4 Nothing in section 15.6.3 prevents a Permitting Authority from attaching additional terms or conditions to a permit which the Permitting Authority may be authorized to attach.

15.6.5 A permit authorizing Archaeological Activity may require, or be amended to require, a Permit Holder to leave Archaeological Material in its original or natural position within an Archaeological Site.

15.6.6 In the Labrador Inuit Settlement Area, outside Labrador Inuit Lands, a Permitting Authority may, with the consent of the Inuit Central Government, exempt a Permit Holder from the process referred to in subsection 15.6.3(f) or 15.6.3 (g).

15.6.7 A permit does not entitle the Permit Holder to enter any lands for purposes of conducting Archaeological Activity without the permission of the owner or occupant of the land unless:

(a) the Permitting Authority reasonably believes a Person, other than a Permit Holder, may be undertaking activity which may result in the disturbance of an Archaeological Site or Archaeological Material; or

(b) the owner or occupant cannot be located after reasonable efforts by the Permit Holder have been made to do so,

and the permit so states.

15.6.8 A Permit Holder may be required to obtain any other authorizations required by Law.

Permitting in Labrador Inuit Lands and the Inuit Communities

15.6.9 The Inuit Central Government is the Permitting Authority for Archaeological Activity on Labrador Inuit Lands and in the Inuit Communities.

15.6.10 Upon receipt of an application for a permit to conduct Archaeological Activity on Labrador Inuit Lands or in an Inuit Community, the Inuit Central Government shall forward a copy of the application forthwith to the provincial Minister and shall Consult the provincial Minister about the permit application, whether or not a permit should be issued and, if so, the terms and conditions to be attached to it.

15.6.11 The Inuit Central Government shall, within 30 days of the date of receiving an application for a permit to conduct Archaeological Activities on Labrador Inuit Lands or in an Inuit Community:

(a) refuse to issue any permit; or

(b) issue a permit on any terms and conditions it deems necessary.

15.6.12 The Inuit Central Government, after Consultation with the Minister, may cancel or alter the terms and conditions of a permit to conduct Archaeological Activity on Labrador Inuit Lands or in an Inuit Community, if the Permit Holder contravenes a term or condition of the permit or Inuit Law.

15.6.13 The Inuit Central Government shall notify the Minister in writing of any permit it issues to authorize Archaeological Activity on Labrador Inuit Lands or in an Inuit Community and of any cancellation or alteration to the terms or conditions of any permit that it has issued.

Permitting in the Labrador Inuit Settlement Area Outside Labrador Inuit Lands and the Inuit Communities

15.6.14 The Minister shall review and assess applications for permits to conduct Archaeological Activity outside Labrador Inuit Lands and the Inuit Communities in accordance with this chapter.

15.6.15 Upon receipt of an application for a permit to conduct Archaeological Activity outside Labrador Inuit Lands and the Inuit Communities, the Minister shall forward a copy of the application forthwith to the Inuit Central Government.

15.6.16 Prior to issuing a permit to conduct Archaeological Activity outside Labrador Inuit Lands and the Inuit Communities, the Minister shall Consult the Inuit Central Government about the permit application, whether or not a permit should be issued and, if so, the terms and conditions to be attached to it.

15.6.17 The Minister, after Consultation with the Inuit Central Government, may cancel or alter the terms or conditions of a permit to conduct Archaeological Activity outside Labrador Inuit Lands and the Inuit Communities if the Permit Holder contravenes a term or condition of the permit or Legislation.

15.6.18 The Minister shall notify the Inuit Central Government in writing of any permit the Minister issues to authorize Archaeological Activity outside Labrador Inuit Lands and the Inuit Communities or of any cancellation or alteration to the terms or conditions of any permit the Minister has issued.

Inuit Burial Sites and Sites of Religious or Spiritual Significance in the Labrador Inuit Settlement Area excluding Labrador Inuit Lands

15.6.19 A list of Inuit burial sites and sites of religious or spiritual significance to the Inuit in the Labrador Inuit Settlement Area outside Labrador Inuit Lands shall be identified by the Inuit and provided to Canada and Newfoundland. The list shall not be definitive and may be amended or supplemented, from time to time, by the Inuit Central Government.

15.6.20 The Minister shall Consult the Inuit Central Government prior to disturbing or authorizing a disturbance of a site that the Minister has reason to believe is an Inuit burial site or a site of religious or spiritual significance to Inuit in the Labrador Inuit Settlement Area outside Labrador Inuit Lands. The Consultation shall be for the purpose of attempting to reach agreement on whether the site may be disturbed and if so on what terms and conditions. If an agreement is not reached, written reasons shall be provided if the Minister rejects or varies the advice of the Inuit Central Government.

15.6.21 The Consultation referred to in 15.6.20 may be terminated 30 days after Consultation is initiated if, in that time, the Consultation has failed to result in an agreement.

15.6.22 The Minister, after Consultation with the Inuit Central Government, may cancel or alter the terms or conditions of a permit to conduct Archaeological Activity outside Labrador Inuit Lands if the Minister has reason to believe the site contains human remains or is a site of spiritual or religious significance to Inuit, and may be threatened by the Archaeological Activity. If an agreement is not reached, written reasons shall be provided if the Minister rejects or varies the advice of the Inuit Central Government.

15.6.23 If Canada or Newfoundland determines that an exhumation, examination or reburial of human remains from an Inuit burial site in the Labrador Inuit Settlement Area outside Labrador Inuit Lands is required, it shall be done by or under the supervision of the Inuit Central Government if the Inuit Central Government agrees to act in that capacity.

Part 15.7 Employment and Contracting

15.7.1 Archaeological Activities shall be considered economic, business and employment opportunities for purposes of parts 7.8, 7.9 and 7.10.

Part 15.8 Title to Archaeological Material and Inuit Artifacts

15.8.1 The property in Inuit Artifacts found in the Labrador Inuit Settlement Area, after the Effective Date, other than on land under the control and administration of Canada, is vested in the Inuit Central Government.

15.8.2 The Inuit Central Government shall not sell or alienate title to any Inuit Artifact referred to in section 15.8.1, nor lend any Inuit Artifact referred to in section 15.8.1 for longer than renewable five year periods.

15.8.3 The property in Archaeological Material found on land under the control and administration of Canada after the Effective Date is vested jointly in the Inuit Central Government and Canada.

15.8.4 With respect to Archaeological Material referred to in section 15.8.3, neither the Inuit Central Government nor Canada, without the prior written agreement of the other, shall:

(a) sell, alienate title, or dispose of possession of that Archaeological Material;

(b) seek or submit to sever or partition title to that Archaeological Material; or

(c) make use of that Archaeological Material so as to cause a physical alteration to it or diminish its integrity or value.

15.8.5 The property in Archaeological Material other than Inuit Artifacts found on Labrador Inuit Lands after the Effective Date is vested jointly in the Inuit Central Government and Newfoundland.

15.8.6 With respect to Archaeological Material referred to in section 15.8.5, neither the Inuit Central Government nor Newfoundland, without the prior written agreement of the other, shall:

(a) sell, alienate title, or dispose of possession of, that Archaeological Material;

(b) seek or submit to sever or partition title to that Archaeological Material; or

(c) make use of that Archaeological Material so as to cause a physical alteration to it or diminish its integrity or value.

15.8.7 Any act or instrument contrary to sections 15.8.2, 15.8.4 or 15.8.6 shall be null, void and of no effect.

Part 15.9 Transfers and Loans from Designated Federal Agencies

15.9.1 Before the Effective Date, Labrador Inuit Association will negotiate with each Designated Federal Agency to determine:

(a) the number of Inuit Artifacts, Archaeological Materials, Inuit Cultural Materials and Ethnographic Materials of importance, interest or significance to the Inuit to be transferred to and owned by the Inuit Central Government; and

(b) a schedule for the transfer of those artifacts and materials.

15.9.2 Before the Effective Date, each Designated Federal Agency and Labrador Inuit Association will negotiate for purposes of establishing custodial arrangements and the terms and conditions for loans in respect of Inuit Artifacts, Archaeological Materials, Inuit Cultural Materials, and Ethnographic Materials of importance, interest or significance to the Inuit remaining in the possession of the Designated Federal Agency. The agreements negotiated will respect the special relationship of Inuit to Inuit Artifacts, Archaeological Materials, Inuit Cultural Materials, and Ethnographic Materials of importance, interest or significance to the Inuit and will comply with the statutory mandate of the Designated Federal Agency.

Part 15.10 Standards

15.10.1 The Inuit Central Government, Canada and Newfoundland shall negotiate standards for the safekeeping of Archaeological Materials, Ethnographic Materials and Inuit Cultural Materials. If agreement cannot be reached within 90 days after negotiations begin or other time periods agreed to by the Parties, the matter shall be referred to dispute resolution, under chapter 21.

15.10.2 An Arbitration Panel to adjudicate a Dispute regarding the establishment of standards under section 15.10.1 shall:

(a) have the authority to establish the standards; and

(b) include a member who has expertise in the matter or matters under

Dispute.

Part 15.11 Improperly Obtained Material in Possession of Province

15.11.1 Subject to the Standards:

(a) Ethnographic Materials that are of importance, interest or significance to the Inuit; and

(b) Inuit Cultural Materials

which have been obtained in an improper manner and are in the custody or under the control of Newfoundland shall be transferred to the Inuit Central Government.

15.11.2 Any Dispute concerning whether the Ethnographic Material or Inuit Cultural Material referred to in section 15.11.1 was obtained in an improper manner shall be resolved by arbitration under chapter 21.

Part 15.12 Management and Loans of Inuit Artifacts, Archaeological Materials, Ethnographic Materials and Inuit Cultural Materials

15.12.1 Each Government shall use best efforts to maximize the amount of Archaeological Materials, Inuit Artifacts, Ethnographic Materials and Inuit Cultural Materials which are kept, maintained, stored or displayed in the Labrador Inuit Settlement Area whether recovered before or after the Effective Date.

15.12.2 Nothing in section 15.12.1 shall be construed so as to impose on any Government:

(a) a duty to carry out, encourage, promote or authorize Archaeological Activity or the recovery of Archaeological Materials, ethnographic Materials and Inuit cultural Materials in the Labrador Inuit Settlement Area; or

(b) a financial obligation or an obligation to provide assistance if, in the sole discretion of that Government, it is not reasonable to do so.

15.12.3 Subject to section 15.12.7, the Inuit Central Government shall comply with the Standards in relation to Archaeological Materials, Ethnographic Materials and Inuit Cultural Materials that are in its possession.

15.12.4 If the Inuit Central Government does not meet the Standards in relation to Archaeological Material, Ethnographic Material or Inuit Cultural Material transferred or loaned to the Inuit Central Government, the Government from which the material was transferred or by which the material was loaned may take back possession of that material until the Inuit Central Government meets the Standards.

15.12.5 Subject to section 15.12.7, Newfoundland shall comply with the Standards in relation to any Archaeological Material, Ethnographic Material or Inuit Cultural Material that is in its possession.

15.12.6 If there is a Dispute about whether the Inuit Central Government or Newfoundland meets or is complying with the Standards, the Dispute shall be resolved by arbitration under chapter 21.

15.12.7 A Government lending or transferring Archaeological Materials, Ethnographic Materials or Inuit Cultural Materials to another Government may waive the requirements of the Standards.

15.12.8 The Inuit Central Government may request a loan of Archaeological Material, Ethnographic Material and Inuit Cultural Material from Newfoundland and the request shall not be refused unless:

(a) the Inuit Central Government is unable to maintain the material in accordance with the Standards;

(b) Newfoundland currently requires the material for its own active display or research or on account of the unique characteristics of the material or to maintain the integrity of the collection;

(c) the condition of the material prohibits its movement;

(d) the material is currently on loan to another party;

(e) ownership of the material is under dispute; or

(f) Newfoundland is unable to loan the material because of some term or condition of its original acquisition from a non-governmental source.

15.12.9 Unless Newfoundland agrees otherwise, no transfer shall take place under section 15.12.8 until the Standards are established.

15.12.10 When complying with a request under section 15.12.8, Newfoundland may establish reasonable terms and conditions for the transportation of the material, the duration or termination of the loan and where the Standards have not been established, for the protection and presentation of the material.

15.12.11 Where the Inuit Central Government requests a loan under section 15.12.8, but the material is currently on loan to a third party, the Inuit Central Government shall have priority over others to obtain possession of the material once returned to Newfoundland.

15.12.12 Newfoundland or a Designated Federal Agency may request a loan of Archaeological Materials, Inuit Artifacts, Ethnographic Materials and Inuit Cultural Materials from the Inuit Central Government and the Inuit Central Government shall not unreasonably deny those requests

15.12.13 The Inuit Central Government shall not unreasonably deny requests by third parties for loans of Archaeological Materials, Inuit Artifacts, Ethnographic Materials and Inuit Cultural Materials in the Inuit Central Government's possession for purposes of research or display. It shall not be unreasonable for the Inuit Central Government to deny requests for loans where the borrower does not extend a similar courtesy to the Inuit Central Government.

15.12.14 When complying with a request under section 15.12.12 or 15.12.13, the Inuit Central Government may establish reasonable terms or conditions in making loans or granting possession to another party for the protection, presentation or transportation of the material and, subject to section 15.8.2, the duration or termination of possession.

15.12.15 The Inuit Central Government shall provide reasonable access to Archaeological Materials, Ethnographic Materials and Inuit Cultural Materials in its possession commensurate with public and scientific interest.

15.12.16 Newfoundland or a Designated Federal Agency shall not unreasonably deny requests to provide Inuit with access to Archaeological Material, Ethnographic Material and Inuit Cultural Material not displayed in the Labrador Inuit Settlement Area.

15.12.17 Liability and costs associated with loans of Archaeological Materials, Ethnographic Materials and Inuit Cultural Material under this part shall be borne by the borrower.

15.12.18 When the Inuit Central Government and another party requests a loan of Archaeological Materials, Ethnographic Materials or Inuit Cultural Material from a Designated Federal Agency, the Designated Federal Agency shall not be responsible for resolving the issue of competing requests, but the Agreement will specify how these requests will be resolved.

Part 15.13 Archaeological Records

15.13.1 A Permit Holder carrying out Archaeological Activity on Labrador Inuit Lands shall provide duplicate originals of required reports, forms and records to each of the Inuit Central Government and Newfoundland, and any Permit Holder carrying out Archaeological Activity outside Labrador Inuit Lands shall provide duplicate original copies of required reports, forms and records to the Inuit Central Government.

15.13.2 Records of Archaeological Activities, Archaeological Materials and Archaeological Sites referred to in subsection 15.6.3(b) and section 15.13.1, and records in existence on the Effective Date, shall be maintained by the relevant Permitting Authority.

15.13.3 Canada and Newfoundland shall provide the Inuit Central Government with a copy of their respective known Archaeological Site inventories for Archaeological Materials and Archaeological Sites including:

(a) Archaeological Site record forms for known Archaeological Sites; and

(b) Archaeological Site inventory maps showing the location of known Archaeological Sites.

15.13.4 Canada and Newfoundland shall provide the Inuit Central Government with a catalogue of:

(a) Inuit Artifacts from the province; and

(b) any other Archaeological Materials

owned or possessed by the relevant Government, upon request by the Inuit Central Government.

15.13.5 Without restricting subsections 15.6.3(f) and 15.6.3(g), unless otherwise agreed between the Inuit Central Government and the relevant Government, the Inuit Central Government shall treat records of Archaeological Sites as confidential, and those records shall be used by the Inuit Central Government in a manner consistent with Laws of General Application.

15.13.6 Each Government, upon the request of another Government, shall provide copies of any reports in its possession, concerning Archaeological Activities, Archaeological Materials or Archaeological Sites which the requesting Government does not possess.

15.13.7 Governments shall update the information to be provided to each other under this part on a regular basis.

15.13.8 The Ministers shall provide the Inuit Central Government with a list of Inuit Cultural Material owned and controlled by the Governments.

Part 15.14 Archival Records

15.14.1 Where the Inuit Central Government requests the loan of original Archival Records to display or exhibit, or copies of Archival Records for research or study purposes, from a Designated Federal Agency, the request shall be treated on at least as favourable a basis as similar requests from other institutions.

15.14.2 Parts 15.9 and 15.12 do not apply to Archival Records held by Canada.

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Chapter 16: Place Names

Part 16.1 Definitions

16.1.1 In this chapter:

"Board" means the Newfoundland and Labrador Geographical Names Board under the *Geographical Names Board Act* ;

"Committee" means the Canadian Permanent Committee on Geographical Names; and

"Place" includes a location, geographic feature and landmark.

Part 16.2 General

16.2.1 The Inuit Central Government is the final authority on the spelling and pronunciation of Inuktitut Place names in the Province.

Part 16.3 Place Naming in Labrador Inuit Lands

16.3.1 Subject to this part, the Inuit Central Government has the exclusive power:

(a) to select Place names, rename Places, recognize alternative Place names and determine the suitability of Place names in Labrador Inuit Lands; and

(b) with respect to Places that do not have official names that are situated on a boundary of Labrador Inuit Lands or that extend within and outside Labrador Inuit Lands or that run through Labrador Inuit Lands, to select Place names, rename Places, recognize alternative Place names and determine the suitability of Place names.

16.3.2 The Inuit Central Government, in carrying out its powers under section 16.3.1, shall Consult the Board and may collaborate with the Committee.

16.3.3 The Inuit Central Government shall provide the Minister, the Board and the Committee with notice of a decision made under section 16.3.1.

16.3.4 The Minister may approve or disallow a decision of the Inuit Central

Government under section 16.3.1 within 60 days of the date when the decision is received.

16.3.5 If the Minister disallows a decision of the Inuit Central Government under section 16.3.1, the Minister shall give written reasons, and the Inuit Central Government may make a new decision and sections 16.3.2, 16.3.3, 16.3.4 and this section shall apply to the new decision.

16.3.6 If the Minister does not give notice of disallowance of an Inuit Central Government decision under section 16.3.1 within the time set out in section 16.3.4, the decision shall be deemed to have been approved.

16.3.7 The Inuit Central Government shall not publish a decision under section 16.3.1 until the decision has been approved under section 16.3.4 or section 16.3.6.

16.3.8 A Place name in Labrador Inuit Lands that has been approved in accordance with this part shall be the Place name for official purposes and shall be used by Government departments and agencies in the preparation of maps and other publications.

16.3.9 If a Place name is changed under this part, the old Place name may be used together with the new Place name for a transitional period not exceeding 10 years.

16.3.10 Notwithstanding section 16.3.8, an act, regulation, order, contract, summons, information, writ or other document affecting legal rights shall not be considered to be invalid merely by reason of the use of a Place name in Labrador

Part 16.4 Place Naming in the Labrador Inuit Settlement Area outside Labrador Inuit Lands

16.4.1 The Minister shall Consult the Inuit Central Government about:

(a) any proposed new Place name or change of Place name in the Labrador Inuit Settlement Area outside Labrador Inuit Lands;

(b) any proposed new Inuktitut Place name or change of Inuktitut Place name in the Province; and

(c) any proposed change of Place name with respect to a Place that has an official name on the Effective Date and that is situated on a boundary of Labrador Inuit Lands or that extends within and outside Labrador Inuit Lands or that runs through Labrador Inuit Lands.

16.4.2 The Minister shall give the Inuit Central Government written reasons for declining or varying any views or recommendations of the Inuit Central

Government provided under section 16.4.1.

Part 16.5 Place Naming in the Inuit Communities

16.5.1 Subject to this part, an Inuit Community Government has the exclusive power to rename the Inuit Community and to select Place names, rename Places, recognize alternative Place names and determine the suitability of Place names with respect to Places that are wholly situated within the boundaries of that Inuit Community.

16.5.2 An Inuit Community Government, in carrying out its powers and responsibilities under section 16.5.1, shall Consult the Board and may collaborate with the Committee.

16.5.3 An Inuit Community Government shall provide the Minister, the Board and the Committee with notice of a decision made under section 16.5.1.

16.5.4 The Minister may approve or disallow a decision of an Inuit Community Government under section 16.5.1 within 60 days of the date when the decision is received.

16.5.5 If the Minister disallows a decision of an Inuit Community Government under section 16.5.1, the Minister shall give written reasons, and the Inuit Community Government may make a new decision and sections 16.5.2, 16.5.3, 16.5.4 and this section shall apply to the new decision.

16.5.6 If the Minister does not give notice of disallowance of an Inuit Community Government decision under section 16.5.1 within the time set out in section 16.5.4, the decision shall be deemed to have been approved.

16.5.7 An Inuit Community Government shall not publish a decision under section 16.5.1 until the decision has been approved under section 16.5.4 or 16.5.6.

16.5.8 A Place name within an Inuit Community that has been approved in accordance with this part shall be the Place name for official purposes and shall be used by Government departments and agencies in the preparation of maps and other publications.

16.5.9 If a Place name is changed under this part, the old Place name may be used together with the new Place name for a transitional period not exceeding 10 years.

16.5.10 Notwithstanding section 16.5.8, an act, regulation, order, contract, summons, information, writ or other document affecting legal rights shall not be considered to be invalid merely by reason of the use of a Place name in an Inuit

Community that has not been approved in accordance with this part.

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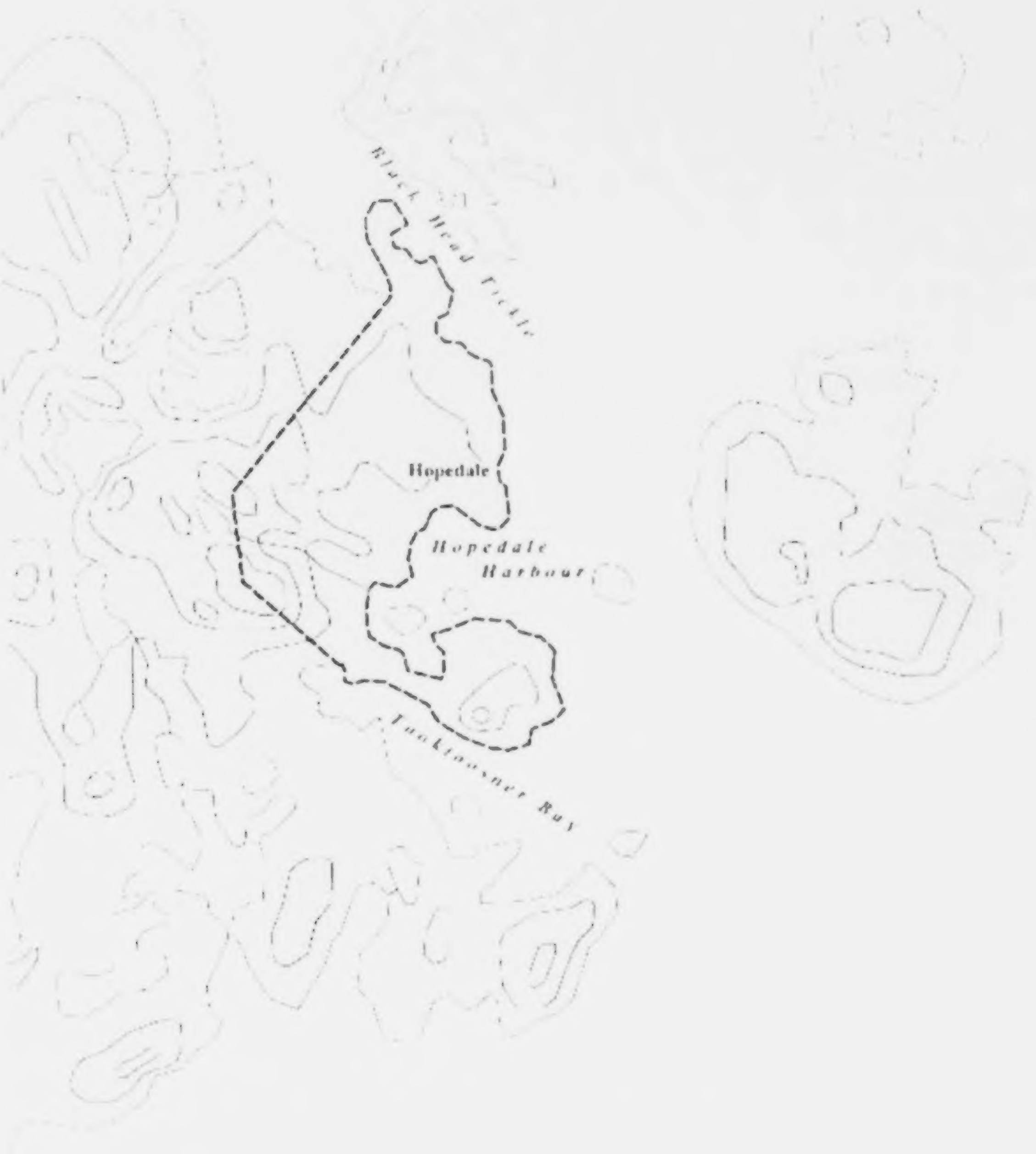
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Chapter 17: Labrador Inuit Self-Government

Part 17.1 Definitions

17.1.1 In this chapter:

"Agency" means the Inuit Law enforcement agency established under section 17.8.5;

"Alcoholic Beverage" includes alcohol, alcoholic spirituous, vinous, fermented malt or other intoxicating liquor or combination of liquors and mixed liquor a part of which is spirituous, vinous, fermented or otherwise intoxicating;

"AngajukKak" means the chief executive officer and mayor of an Inuit Community Government;

"Commission" means the Commission established under section 17.8.9;

"Descendant" means an individual who is a Canadian citizen, is the child of a Resident and who continues to be ordinarily resident in an Inuit Community;

"Inuit Citizen" means an Inuk who meets the requirements of Inuit Law under subsection 17.7.3(b);

"Inuit Community Council" means the body exercising legislative authority in an Inuit Community Government elected under section 17.9.18;

"Inuit Community Councillor" means a member of an Inuit Community Council;

"Inuit Correctional Service" means the correctional service established pursuant to an Inuit Law made under section 17.8.38;

"Inuit Court" means a court established pursuant to an Inuit Law made under section 17.8.19;

"New Resident" means an individual:

(a) who is a Non-Beneficiary;

(b) who is a Canadian citizen; and

(c) who becomes ordinarily resident in an Inuit Community after the date of initialling this Agreement-in-Principle;

"Provincial Crown Land" means all lands within the Labrador Inuit Settlement Area, except:

(a) lands that are being used by, or that are approved for use by, Newfoundland or lands that are currently under the control and administration of Canada;

(b) lands lawfully alienated from Newfoundland; and

(c) Labrador Inuit Lands;

"Resident" means an individual:

(a) who is a Non-Beneficiary;

(b) who is a Canadian citizen; and

(c) who is ordinarily resident in an Inuit Community on the date of initialling this Agreement-in-Principle; and

"Young Person" means a young person as defined in the *Young Offenders Act*.

17.1.2 For purposes of this chapter:

(a) an individual is ordinarily resident in a place if that individual has a principal, or only, residence, home, lodging or habitation in that place;

(b) an individual can only be ordinarily resident in any one place at any one time; and

(c) an individual continues to be ordinarily resident in a place if that individual, for a temporary purpose only, leaves his or her principal, or only, residence, home, lodging or habitation in that place with the intention of returning to that place.

Part 17.2 General

17.2.1 The Inuit have the law-making authorities and self-government rights set out in the Agreement.

17.2.2 The Inuit Central Government is responsible for intergovernmental relations between the Inuit Government, including, for greater certainty the Inuit Community Governments, and Canada or Newfoundland, or both.

Part 17.3 The Labrador Inuit Constitution

17.3.1 The Inuit shall prepare the Labrador Inuit Constitution.

17.3.2 The Labrador Inuit Constitution shall be effective to the extent that it is consistent with the provisions of the Agreement.

17.3.3 The Labrador Inuit Constitution shall:

(a) establish an Inuit Central Government and the legislative and executive institutions of the Inuit Central Government, including its membership, powers, and duties;

(b) establish the Inuit Community Governments and provide for matters related to their organization and administration, including the powers of the AngajukKak;

(c) guarantee the right of Inuit Citizens to participate in the institutions of the Inuit Government;

(d) require that the executive officers and the members of the legislative institutions of the Inuit Central Government be responsible to Inuit Citizens in accordance with principles of democracy;

(e) establish the qualifications of and procedures for selecting the executive officers and electing members of the legislative institutions of the Inuit Government;

(f) require that the Inuit Central Government be financially accountable to Inuit Citizens;

(g) require the Inuit Government to establish rules respecting conflict of interest for its executive officers, members of its legislative institutions and its officials and employees;

(h) provide for challenges to the validity of an Inuit Law or a Bylaw of an Inuit Community Government and procedures relating to those challenges;

(i) provide for the Inuit Central Government to vary the number of Inuit Councillors on an Inuit Community Council; and

(j) provide for the amendment of the Labrador Inuit Constitution by Inuit, in accordance with principles of democracy.

17.3.4 The Labrador Inuit Constitution may provide for other matters including:

(a) the exercise of the jurisdictions and authorities of the Inuit Government or any of its capacities, rights, powers, and privileges including the power referred to in subsection 3.4.5(b);

(b) the establishment of municipal governments in Labrador Inuit Lands by the Inuit Central Government;

(c) without affecting the proportion of Inuit Community Councillors required for decision-making in relation to matters referred to in sections 17.9.31 and 17.9.32, provide for the Inuit Central Government to make laws for the representation of Inuit on the Inuit Community Councils for the purposes referred to in section 17.9.35;

(d) the establishment of Inuit Community Corporations in the upper Lake Melville area and other areas outside the Labrador Inuit Settlement Area to represent Inuit residents in those areas and provide for their participation in the Inuit Central Government;

(e) the relationships among the Inuit Central Government and Inuit Community Governments, other municipal governments in Labrador Inuit Lands and the Inuit Community Corporations;

(f) the recognition of Inuit customary law and the application of Inuit customary law to Inuit Citizens with respect to any matter within the jurisdiction and authority of the Inuit Central Government, on condition that any recognition or application of Inuit customary law shall be proclaimed, published and registered in accordance with part 17.5; and

(g) a Labrador Inuit charter of human rights;

17.3.5 The Labrador Inuit Constitution shall come into force upon its approval by 66% of Inuit of the full age of 16 years or older who vote in a referendum for that purpose.

17.3.6 Subject to residency, age and other requirements under the Labrador Inuit Constitution or under Inuit Law:

(a) all Inuit are entitled to be Inuit Citizens;

(b) all Inuit Citizens are eligible to vote in Inuit Central Government elections and to hold office in the Inuit Central Government.

Part 17.4 Legal Status of the Inuit Government

17. 4.1 The Inuit Government has the capacity, rights, powers and privileges of a natural Person and may:

(a) enter into contracts and agreements;

(b) acquire and hold property or any interest therein and sell or otherwise dispose of that property or interest;

(c) raise, borrow, invest and expend money;

(d) sue and be sued;

(e) form corporations and other legal entities under federal or provincial Laws; and

(f) do other things ancillary to the exercise of the capacity, rights, powers and privileges as set out in subsections (a) through (e).

Part 17.5 Registry of Laws

17.5.1 The Inuit Government shall:

(a) maintain a public registry of the Labrador Inuit Constitution, Inuit Laws and Bylaws of Inuit Community Governments;

(b) provide Canada with copies of the Labrador Inuit Constitution, Inuit Laws and Bylaws of Inuit Community Governments and any amendments to any of them in one of Canada's official languages as soon as practicable after they come into effect;

(c) provide Newfoundland with copies of the Labrador Inuit Constitution, Inuit Laws and Bylaws of Inuit Community Governments and any amendments to any of them in English as soon as practicable after they come into effect; and

(d) establish procedures for the proclamation and publication of Inuit Laws and Bylaws of Inuit Community Governments.

Part 17.6 Delegation

17.6.1 The Inuit Central Government may delegate any of its jurisdictions, authorities, capacities, rights, powers and privileges to:

(a) a department, agency, official, municipality, school board or other legal entity or an institution of the Inuit Central Government, an Inuit Community Government or an Inuit Community Corporation;

(b) Canada or Newfoundland;

(c) a municipality, school board, or other legal entity established by Canada or Newfoundland; or

(d) another aboriginal government in the province.

17.6.2 Any delegation by the Inuit Central Government under subsections 17.6.1(b), (c) and (d) shall be effective only upon the written agreement of the delegate.

17.6.3 The Inuit Central Government has the authority to receive, and may reject, powers delegated to it by any entity referred to in subsections 17.6.1(b), (c) and (d) and, subject to section 17.6.6, an Inuit Community Government.

17.6.4 Any delegation of powers to the Inuit Central Government under section 17.6.3 shall be effective only upon the written agreement of the Inuit Central Government.

17.6.5 Except as provided in section 17.6.6, an Inuit Community Government shall not delegate any of its jurisdictions, authorities, capacities, rights, powers and privileges to any Person other than an agency of the Inuit Community Government.

17.6.6 An Inuit Community Government may delegate any of its jurisdictions, authorities, capacities, rights, powers and privileges to any Person with the consent of all councillors but the delegation expires with the election of a new council.

Part 17.7 Inuit Government Legislative Jurisdiction

General

17.7.1 An Inuit Law, Bylaw of an Inuit Community Government or other decision of the Inuit Government is invalid to the extent that it Conflicts with a provision of the Labrador Inuit Constitution or the Agreement.

17.7.2 The Inuit Central Government may incorporate by reference within an Inuit Law and an Inuit Community Government may incorporate by reference within a Bylaw any Law of General Application in respect of a matter under their respective jurisdictions under the Agreement.

17.7.3 The Inuit Central Government may make laws in relation to:

(a) the internal affairs of the Inuit Central Government; and

(b) subject to section 17.3.6, Inuit Citizenship.

17.7.4 The jurisdiction of the Inuit Central Government under section 17.7.3 does not include the jurisdiction to confer or deny rights of entry into Canada or to make laws with respect to Canadian citizenship.

17.7.5 If there is a Conflict between an Inuit Law made under section 17.7.3 and a federal or provincial Law or Bylaw of an Inuit Community Government, the Inuit Law prevails to the extent of the Conflict.

17.7.6 The Inuit Central Government may make laws in relation to the management and administration of the rights, benefits and responsibilities of the Inuit set out in the Agreement and the exercise of the jurisdictions, authorities, capacities, rights, powers and privileges of the Inuit Central Government set out in the Agreement. Prior to the Agreement, the Parties will negotiate a schedule enumerating the sections of the Agreement referred to in this section.

17.7.7 If there is a Conflict between an Inuit Law made under section 17.7.6 and a federal or provincial Law, the Inuit Law prevails to the extent of the Conflict.

17.7.8 The Inuit Central Government may make laws in relation to access to information held by the Inuit Government under Inuit Law.

17.7.9 If there is a Conflict between an Inuit Law made under section 17.7.8 and a federal or provincial Law, the Inuit Law prevails to the extent of the Conflict.

Culture and Language

17.7.10 The Inuit Central Government may make laws in relation to Inuit culture and Inuktitut in Labrador Inuit Lands and the Inuit Communities, including programs and services respecting:

(a) Inuktitut;

(b) Inuit spiritual and cultural beliefs; and

(c) Inuit cultural property.

17.7.11 The jurisdiction of the Inuit Central Government under section 17.7.10 does not include the jurisdiction to make laws in relation to the official languages of Canada.

17.7.12 Notwithstanding any other provision of the Agreement, nothing in the Agreement shall be construed as providing the Inuit Central Government with any jurisdiction in relation to intellectual property.

17.7.13 The Inuit Central Government may provide programs and services in relation to Inuit culture and Inuktitut to Inuit resident in the province outside Labrador Inuit Lands and the Inuit Communities.

17.7.14 If there is a Conflict between an Inuit Law under section 17.7.10 and a federal or provincial Law or a Bylaw of an Inuit Community Government, the Inuit Law prevails to the extent of Conflict.

Inuit Central Government Authority in Labrador Inuit Settlement Area

17.7.15 The Inuit Central Government may make laws in relation to the following matters in Labrador Inuit Lands outside the Inuit Communities:

(a) the establishment of a system of administration for the governance of Labrador Inuit Lands;

(b) municipal parks and recreation, amusements and entertainment;

(c) curfews;

(d) public libraries;

(e) shop closing, billboards and public advertising, street trading and vending;

(f) any other matters of a local or municipal nature as agreed by the Parties.

17.7.16 In the event of a Conflict between an Inuit Law made under subsections 17.7.15(a) through (e) and a federal or provincial Law, the Inuit Law prevails to the extent of the Conflict. Paramountcy in the event of a Conflict of Laws in relation to any matter referred to in subsection 17.7.15(f) will be by agreement of the Parties.

17.7.17 Subject to section 17.7.18, the Inuit Central Government may make laws in Labrador Inuit Lands outside the Inuit Communities in relation to the following matters:

(a) regulation of buildings and their use and occupancy;

(b) the protection of Water supplies, the prevention and remediation of erosion and the provision of services such as Water, sewer, lighting, waste removal and disposal, storm water drainage, snow clearance, removal and disposal, and prevention, management and removal of core ice and ice in built-up areas;

(c) fire protection and fire fighting services;

(d) public works, public places and public facilities;

(e) the prohibition and control of noise or other nuisances;

(f) cemeteries and crematoria;

(g) care and keeping of livestock, poultry and pets and the impoundment and disposal of any animal improperly at large or diseased and the burial and disposal of dead animals or animal parts; and

(h) the licensing of businesses.

17.7.18 The power of the Inuit Central Government to make Laws in relation to the matters referred to in section 17.7.17 is:

(a) subject to compliance with Laws of General Application which municipalities in the province are required to follow;

(b) subject to approvals required under the *Municipalities Act* or other applicable Laws of General Application; and

(c) co-extensive with the jurisdiction of municipalities under the *Municipalities Act*.

17.7.19 The power of the Inuit Central Government to legislate under sections 17.7.15 and 17.7.17 with respect to a third party interest in Labrador Inuit Lands is subject to the provisions of chapters 3 and 12.

17.7.20 The Inuit Central Government may make laws in Labrador Inuit Lands and the Inuit Communities in relation to the following matters:

(a) emergencies and search and rescue services;

(b) the sale of Alcoholic Beverages;

(c) airports, landing strips and landing places, excluding regulation of aeronautics and aviation;

(d) piers, wharves, docks, marine facilities and harbours, excluding regulation of shipping, navigation and public harbours within the jurisdiction of Canada; and

(e) the control or prohibition of the operation and use of vehicles.

17.7.21 In the event of a Conflict between an Inuit Law made under 17.7.20 and:

(a) a Law of General Application, the Law of General Application prevails to the extent of the Conflict; or

(b) a Bylaw of an Inuit Community Government, the Inuit Law prevails to the extent of the Conflict.

Environmental Protection

17.7.22 Prior to the Agreement, the Parties will negotiate Inuit Government jurisdiction, if any, with respect to Environmental protection in Labrador Inuit Lands and the Inuit Communities.

17.7.23 Negotiations under section 17.7.22 may include:

(a) pollution prevention;

(b) waste management;

(c) air quality;

(d) Water quality;

(e) Environmental emergencies; and

(f) enforcement activities.

Education

17.7.24 The Inuit Central Government may make laws in Labrador Inuit Lands and the Inuit Communities in relation to the following matters respecting education of the Inuit:

(a) early childhood development and education;

(b) primary, elementary and secondary education;

(c) adult basic education;

(d) vocational and post-secondary education, training and certification;

(e) the requirement of licenses in addition to those required under Laws of General Application for Persons who provide educational services in Labrador Inuit Lands and the Inuit Communities;

(f) premises, centres, facilities and buildings; and

(g) boards, authorities or other entities to establish, manage and operate educational programs, services and related facilities.

17.7.25 The jurisdiction of the Inuit Central Government under subsection 17.7.24 (d) does not extend to the certification of any trade in which apprenticeship and certification is required under national or Domestic Interjurisdictional Agreements.

17.7.26 Inuit Laws made under section 17.7.24 shall require that:

(a) instructors and workers who provide early childhood education, pre-school instruction and related services have appropriate training, education and certification as required by Laws of General Application; and

(b) individuals teaching subjects other than Inuit language, culture and life skills have valid provincial teaching certificates.

17.7.27 Inuit Laws made under section 17.7.24 shall establish standards intended to:

(a) ensure that premises, centres, facilities and buildings are in good repair and are secure against the hazard of fire;

(b) protect and promote the health and development of children participating in early childhood development and education programs; and

(c) ensure curriculum, examination and other standards allow for the transfer of students between school systems and admission to post-secondary institutions.

17.7.28 For purposes of subsections 17.7.26(b) and 17.7.82(e) "Inuit language, culture and life skills" includes Inuktitut, Labrador Inuktitut orthography, Inuit culture, Inuit traditional knowledge, Inuit and Labrador history, Inuit studies, Labrador geography, Environment and ecology, Inuit traditional skills, Inuit land-based safety, nutritional, orienteering, survival, Harvesting and related skills, Inuit health and safety and Inuit spirituality.

17.7.29 If there is a Conflict between an Inuit Law made under section 17.7.24 and a federal or provincial Law, the Inuit Law prevails to the extent of the Conflict.

Health

17.7.30 The Inuit Central Government may make laws in Labrador Inuit Lands and the Inuit Communities in relation to the following matters respecting the health of Inuit:

(a) programs and services for health promotion, injury prevention, disease prevention and control and environmental health;

(b) public and community health care programs and services, including long term and chronic care programs and home care and home nursing services;

(c) addictions and substance abuse programs, services and related facilities including prevention and treatment of alcohol, substance and gambling addictions and abuse, counselling and after-care for addicts and abusers and the establishment, designation and operation of detoxification centres;

(d) promotion of mental health wellness, prevention of mental health problems and the provision of mental health support services;

(e) premises, centres, facilities and buildings;

(f) the procedures and requirements for obtaining the informed consent of Inuit with respect to medical care, treatment and donation or receipt of blood and blood products, organs, tissues and genetic material;

(g) health related research involving Inuit, including establishment of ethical standards for and the ethical reviews of medical research involving Inuit;

(h) traditional healing and medicine and community healing, including the qualifications of practitioners of traditional healing and medicine and community healing, except in relation to products and substances regulated under Laws of General Application;

(i) the requirement of licenses in addition to those required under Laws of General Application for Persons who provide health services in Labrador Inuit Lands and in Inuit Communities;

(j) requirements and standards related to Inuktitut interpretation and translation for health and medical purposes, including qualifications, certification and licensing of interpreters and translators who provide interpretation and translation services to or for health care professionals and workers and medical researchers and their patients, clients and subjects; and

(k) the creation of boards, authorities and other entities to establish, manage and operate health care and research programs, services and related facilities.

17.7.31 Inuit Laws made under section 17.7.30 shall require:

(a) that health care professionals be licensed in accordance with Laws of General Application;

(b) reporting of communicable diseases and health care utilization statistics in accordance with Laws of General Application; and

(c) immunization in accordance with provincial standards.

17.7.32 Inuit Laws made under section 17.7.30 shall establish standards intended to:

(a) promote overall goals and objectives with respect to public health and safety; and

(b) ensure that facilities, including community health clinics, nursing stations, birthing centres, nursing homes, detoxification centres and hospitals, conform substantially to design and program standards applicable to health care facilities in communities of similar size and circumstance elsewhere in the Province.

17.7.33 If there is a Conflict between an Inuit Law made under subsections 17.7.30 (a) through (e) and a Law of General Application, the Law of General Application prevails to the extent of the Conflict.

17.7.34 If there is a Conflict between a federal or provincial Law and an Inuit Law made under subsections 17.7.30(f) through (k), the Inuit Law prevails to the extent of the Conflict.

17.7.35 If the Minister has cause to believe that there has been a persistent and chronic failure to ensure that a program, service or facility provided by the Inuit Central Government pursuant to an Inuit Law made under section 17.7.30 meets the requirements of section 17.7.31 and that the failure places the health or safety of residents of Labrador Inuit Lands or an Inuit Community at significant risk, the Minister shall Consult the Inuit Central Government to determine an appropriate course of action to remedy the situation.

17.7.36 If, after the Consultation referred to in section 17.7.35, the Minister reasonably believes that the program, service or facility provided by the Inuit Central Government continues to present a significant risk to the health or safety of the residents of Labrador Inuit Lands or the Inuit Communities, the Minister may, on the authority of an Order in Council and upon notification to the Inuit Central Government, take over administration and control of that program, service or facility.

17.7.37 If the Minister has taken action under section 17.7.36 the Minister shall enter into negotiations with the Inuit Central Government at the earliest reasonable opportunity respecting the resumption of administration and control by the Inuit Central Government for any service, program or facility taken over by the Minister and any consequential financial arrangements respecting the service, program or facility, including the amendment of any relevant Fiscal Financing Agreement or other intergovernmental agreement.

17.7.38 The obligations and discretions referred to in sections 17.7.35, 17.7.36 and 17.7.37 may not be delegated by the Minister to any official below the level of Assistant Deputy Minister.

17.7.39 Prior to the Agreement the Parties will negotiate whether the reference to "Minister" in sections 17.7.35, 17.7.36 and 17.7.37 will include a reference to the federal Minister.

Social Assistance

17.7.40 The Inuit Central Government may make laws in relation to social assistance programs and services provided by the Inuit Central Government for Inuit resident in the Province.

17.7.41 If there is a Conflict between an Inuit Law made under section 17.7.40 and a Law of General Application, the Law of General Application prevails to the extent of the Conflict.

17.7.42 For greater certainty, rules and criteria governing eligibility for provincial social assistance and related programs and services made under provincial Laws continue to apply to Inuit who apply for provincial social assistance and related programs and services while receiving Inuit Government social assistance and related programs and services.

Social, Family, Youth and Children's Services

17.7.43 The Inuit Central Government may make laws in Labrador Inuit Lands and the Inuit Communities in relation to the following matters respecting social, family, youth and children's programs, services and facilities for Inuit:

(a) programs and services for the protection, assistance, well being and development of children, youth and families;

(b) the approval and regulation of care givers;

(c) the placement of children with approved care givers;

(d) child day care, including day care for very young children and in-home day care, after school child care and twenty-four hour child care and day care facilities;

(e) residential facilities, including emergency shelters, safe houses, transition houses and group homes for individuals suffering from neglect, abuse or harm or who are otherwise in need of rehabilitation, care, support, help or protection;

(f) programs, services and residential facilities for the assistance and development of individuals with special needs, in need of rehabilitation, care, support or help or who are unable to care fully for themselves;

(g) programs and services to prevent abandonment, neglect, abuse of or harm to individuals, particularly children, women, disadvantaged adults and the elderly;

(h) programs and services to promote development of employment skills, traditional life skills and land-based skills and access to employment and Harvesting opportunities; and

> (i) education, training, certification and licensing, in addition to licensing requirements under Laws of General Application, of Persons who provide social programs, services, including Inuktitut interpretation and translation services, and facilities to or for Inuit, in Labrador Inuit Lands and in the Inuit Communities.

17.7.44 For greater certainty, any licensing requirements pursuant to an Inuit Law made under subsection 17.7.43(i) shall be in addition to, and not in lieu of, any licensing requirement which may be required under an applicable Law of General Application.

17.7.45 Inuit Laws made under section 17.7.43 shall require that social work professionals be licensed in accordance with applicable Laws of General Application.

17.7.46 Inuit Laws made under section 17.7.43 shall establish standards intended to:

(a) ensure facility based services substantially conform to design and program standards of facilities providing similar programs or services in communities of similar size and circumstances elsewhere in the Province;

(b) ensure programs and services are provided by or under the supervision of workers who have received appropriate training; and

(c) promote equality of access and opportunities for adults who are unable to care fully for themselves and the removal of barriers to their integration in the life of the Inuit Communities.

17.7.47 If there is a Conflict between an Inuit Law made under section 17.7.43 and a federal or provincial Law, the Inuit Law prevails to the extent of the Conflict.

17.7.48 The Inuit Central Government may make laws in Labrador Inuit Lands and the Inuit Communities in relation to:

(a) the protection of Inuit children from neglect or physical, sexual, or emotional abuse or harm on the part of parents, guardians and other care givers and the removal of children in need of protection from the custody, charge or care of negligent or abusive parents, guardians or other care givers;

(b) the mandatory reporting of children who are abandoned, suffering from neglect, abuse or harm or are otherwise in need of protection; and

(c) the appointment of one or more individuals to protect and promote the rights of Inuit children, to ensure their proper care and treatment and to respond to those in need of protection or care.

17.7.49 If there is a Conflict between an Inuit Law made under subsection 17.7.48(a) or (b) and a Law of General Application, the Law of General Application prevails to the extent of the Conflict.

17.7.50 If a non-Inuit child in Labrador Inuit Lands or an Inuit Community is in need of protective intervention because it is at risk of being harmed, abused, exploited or abandoned, the Inuit Central Government may exercise the powers conferred by an Inuit Law made under section 17.7.48 to protect the child notwithstanding any other provision of the Agreement.

17.7.51 The Inuit Central Government shall, as soon as practicable, notify Newfoundland of any action taken under section 17.7.50 and transfer the matter to Newfoundland, at which time the authority of the Inuit Central Government shall cease with respect to the child.

17.7.52 If the Inuit Central Government has notice that an Inuit child in Labrador Inuit Lands or the Inuit Communities is in need of protective intervention because it is at risk of being harmed, abused, exploited or abandoned, and the Inuit Central Government fails to protect the child, Newfoundland may exercise powers conferred by a Law of General Application to protect the child notwithstanding that Inuit Law made under section 17.7.48 may apply to the child.

17.7.53 Newfoundland shall, as soon as practicable, notify the Inuit Central Government of any action taken under section 17.7.52 and transfer the matter to the Inuit Central Government, at which time the authority of Newfoundland shall cease with respect to the Inuit child.

17.7.54 An individual acting under section 17.7.50 or 17.7.52 is not liable for any act done in good faith in the reasonable belief that the act was necessary to protect the child.

17.7.55 Subject to section 17.8.3 and for greater certainty, the Inuit Central Government may make laws in Labrador Inuit Lands and the Inuit Communities in relation to the commission of offenses under Inuit Law by Young Persons who are Inuit, including:

(a) alternative measures and procedure for charging, adjudication and disposition of charges;

(b) programs for the prevention of offenses against Inuit Laws by Young Persons who are Inuit; and

(c) the development and delivery of programs and services for Young Persons who are Inuit and who commit offenses against Inuit Laws.

17.7.56 The Inuit Central Government may enter into agreements with Canada or Newfoundland to deliver programs and services to Young Persons, including the preparation of reports, the provision of probation, intensive intervention and other related forms of community supervision, temporary detention, open custody, alternative measures, diversion and the carrying out of designated functions as defined under federal or provincial Laws.

17.7.57 Programs and services delivered to a Young Person under an agreement referred to in section 17.7.56 shall be:

(a) comparable in quality to services available to a Young Person in communities of similar size and circumstances in Labrador; and

(b) delivered by, or under the supervision of, individuals who have the appropriate qualifications and training.

Programs and Services Outside Labrador Inuit Lands

17.7.58 The Inuit Central Government may provide education, health, and social, family, youth and children's programs and services to, and operate facilities and institutions for, Inuit resident in the Province outside Labrador Inuit Lands and the Inuit Communities, subject to Laws of General Application.

Solemnization of Marriage

17.7.59 The Inuit Central Government may make laws in relation to the solemnization of marriages of Inuit, and of Inuit and individuals who are not Beneficiaries in Labrador Inuit Lands and in the Inuit Communities and, subject to section 17.7.61, in the Province.

17.7.60 Individuals appointed by the Inuit Central Government to solemnize marriages shall be recognized by Newfoundland as having authority to perform marriages under provincial Law and those individuals shall have all the rights, duties and responsibilities associated with that authority according to provincial Law.

17.7.61 Inuit Laws in relation to the solemnization of marriage in the Province outside Labrador Inuit Lands and the Inuit Communities shall apply where one of the parties to the marriage is an Inuk and both parties consent in writing to the application of Inuit Laws.

17.7.62 Marriages solemnized in accordance with Inuit Law shall be recognized by Newfoundland and Canada in accordance with generally accepted principles respecting the recognition of marriage, and the Inuit Government shall recognize marriages solemnized in accordance with Laws other than Inuit Law, on the same basis.

17.7.63 A marriage solemnized in accordance with Inuit Law can be dissolved only by a decree of divorce issued under the *Divorce Act* or by an adjudication of nullity by a court of competent jurisdiction.

Family Relationships

17.7.64 The Inuit Central Government may make laws in relation to the recognition or establishment of authorities to provide conciliation, mediation and counselling in relation to the familial and domestic affairs of Inuit in Labrador Inuit Lands and the Inuit Communities.

17.7.65 The Inuit Central Government may make laws respecting the rights and obligations of Inuit in Labrador Inuit Lands and in Inuit Communities in relation to:

(a) support, including the support of spouses, cohabiting partners, children, parents, vulnerable family members and any other individuals defined as dependents under Inuit Law;

(b) the exercise of rights in relation to marital property;

(c) domestic contracts; and

(d) any other matter necessarily related to the determination of support, marital property or familial or domestic affairs, including enforcement procedures.

17.7.66 Inuit Laws made under section 17.7.65 shall accord rights to, and provide for the protection of spouses, cohabiting partners, children, parents, vulnerable family members and individuals defined as dependents under Inuit law that are comparable to rights and protection enjoyed by similarly situated individuals under Laws of General Application.

17.7.67 Inuit Laws made under section 17.7.65 may apply to Inuit residing in the Province outside Labrador Inuit Lands and the Inuit Communities if the parties to the Legal Proceeding consent to the application of Inuit Law and:

(a) the marriage was solemnized in accordance with Inuit Laws; or

(b) the last place where the parties were ordinarily resident in the same residence was on Labrador Inuit Lands or the Inuit Communities; or

(c) there is a real and substantial connection between the parties and Labrador Inuit Lands or an Inuit Community.

17.7.68 An application for spousal or child support made under an Inuit Law shall be stayed by the commencement of proceedings under the *Divorce Act* except by leave of a court of competent jurisdiction.

17.7.69 The Inuit Central Government may make laws in relation to custody or guardianship of, or access to, an Inuit child and incidents of custody, guardianship or access.

17.7.70 An Inuit Law made under section 17.7.69 shall:

(a) provide that the best interests of the child are the paramount consideration in the determination of custody or access;

(b) recognize the power of the court, including an Inuit Court, to impose any condition or give any directions it considers appropriate for the supervision of custody or access, including the issuance of an order restraining any individual from molesting, annoying, harassing or communicating with the child or a party or witness to the Legal Proceeding pursuant to an Inuit Law made under section 17.7.69; and

(c) apply to the custody of or access to or guardianship of an Inuit child residing outside Labrador Inuit Lands and the Inuit Communities only where the parent or parents, guardian or other Person having care of the child consents to the application of Inuit Laws.

17.7.71 An application for custody or access made under an Inuit Law shall be stayed by the commencement of proceedings under the *Divorce Act* except by leave of a court of competent jurisdiction.

17.7.72 The Inuit Central Government may make laws in relation to adoptions of Inuit children in the Province.

17.7.73 An Inuit Law made under section 17.7.72 shall:

(a) provide that the best interests of the child are the paramount consideration in determining whether an adoption will take place;

(b) stipulate that the Inuit Central Government provide Newfoundland with records of all adoptions occurring under Inuit Laws; and

(c) apply to the adoption of an Inuit child outside Labrador Inuit Lands and the Inuit Communities only where the parent, parents, guardian or other Person having care of the Inuit child consents to the application of Inuit Laws.

17.7.74 Where a Person or a court in the Province, other than a court acting under the *Divorce Act*, is required by Law to determine the best interests of an Inuit child, the Person or court, as appropriate in the context of the matter to be determined, shall consider all the relevant needs and circumstances of the child including, without limitation:

(a) the child's safety;

(b) the child's developmental needs;

(c) the child's cultural heritage;

(d) where possible, the child's views and wishes;

(e) the importance of stability and continuity in the child's care;

(f) the continuity of a child's relationship with his or her family, including siblings or others with whom the child has a significant relationship;

(g) the child's geographic and social environment;

(h) the child's supports outside the family, including child care and the school environment;

(i) the effect upon the child of a delay in the disposition of a judicial or other proceeding with respect to the child;

(j) the child's Inuit heritage;

(k) the importance of preserving the child's Inuit cultural identity;

(l) the importance of maintaining the child's relationships with its extended Inuit family and with the Inuit community; and

(m) any other matter relevant to the preservation and development of the child's heritage, culture and traditions which is properly before the Person or court.

17.7.75 During any court hearing in the Province in which the adoption, custody or guardianship of an Inuit child is in dispute, a representative of the Inuit Central Government may make representations and present evidence in respect of those Inuit Laws and customs which are relevant to the court's determination of the issues and the best interests of the child.

17.7.76 The participation of the Inuit Central Government in Legal Proceedings referred to in section 17.7.75 shall be in accordance with the applicable rules of court and shall not affect the court's ability to control its own process.

17.7.77 If there is a Conflict between an Inuit Law made under section 17.7.69 or 17.7.72 and a provincial Law of General Application, the Inuit Law prevails to the extent of the Conflict.

17.7.78 Nothing in this part gives jurisdiction to the Inuit Central Government to make laws in relation to divorce or divorce proceedings, including matters of custody or child and spousal support related to divorce and divorce proceedings.

Housing

17.7.79 Subject to section 17.7.80, the Inuit Central Government may make laws with respect to the development of Labrador Inuit Lands for housing purposes and for the construction, maintenance, allocation, control, improvement, renovation and removal of housing in Labrador Inuit Lands and housing owned by an Inuit

Government in the Inuit Communities.

17.7.80 Housing provided by the Inuit Central Government pursuant to an Inuit Law made under section 17.7.79 shall meet or exceed standards established under federal and provincial building codes.

17.7.81 If there is a Conflict between an Inuit Law made under section 17.7.79 and a federal or provincial Law, the Inuit Law prevails to the extent of the Conflict.

Intergovernmental Co-operation and Other Arrangements

17.7.82 The Inuit Central Government and Newfoundland and, when appropriate, Canada, shall, as necessary from time to time, enter good faith negotiations or co-operative arrangements which the appropriate Parties consider necessary or desirable for the implementation of this part including, without restriction or limitation, negotiations or arrangements respecting:

(a) the standards to be met by the Inuit Central Government to allow students of schools operated under Inuit Law to transfer between school systems at each grade level and receive provincial graduation certificates;

(b) the transfer to the Inuit Central Government of existing schools, nursing stations and health facilities, public housing and social service facilities in the Inuit Communities;

(c) insurance matters other than publicly funded health insurance or publicly funded employment insurance;

(d) the provision of Inuit Government facilities, programs and services to Non-Beneficiaries in Labrador Inuit Lands and the Inuit Communities;

(e) the delivery by the Inuit Central Government of Inuit Government programs and services with respect to the teaching of Inuit language, culture and life skills, early childhood development and education, health services and social services to Inuit who reside outside Labrador Inuit Lands and the Inuit Communities;

(f) transfers and referrals of patients and clients between the programs, facilities and institutions of the Inuit Central Government and those of the Province;

(g) the delivery of programs and services in relation to occupational health and safety;

(h) standards referred to in sections 17.7.27, 17.7.32 and 17.7.46;

(i) the administration and delivery by the Inuit Central Government of provincial programs and services to all residents of the Inuit Communities and any variation of those programs and services;

(j) reciprocal enforcement arrangements;

(k) the collection, transfer, exchange and confidentiality of data, statistics, information and records; and

(l) representation of Non-Beneficiaries on subordinate elected or appointed boards, if any, administering health, education and social services provided to all residents of the Inuit Communities.

Federally Funded Programs

17.7.83 Canada and the Inuit Central Government may negotiate from time to time the assumption of authority by the Inuit Central Government over the design, management, administration and delivery of federal programs or services for Inuit.

Other Areas of Self-Government Jurisdiction to be Negotiated

17.7.84 Prior to the Agreement, the Parties will, without derogating from the other provisions of this chapter, negotiate Inuit Central Government jurisdiction or other authorities or responsibilities, if any, with respect to:

(a) gambling, gaming and lotteries;

(b) matters related to labour relations;

(c) wills, estates and the descent of property;

(d) authority over Inuktitut, Inuktitut orthography, the certification of Inuktitut teachers, interpreters and translators and the profession or business of Inuktitut translation and interpretation throughout the Province;

(e) regulations in relation to health and safety;

(f) advocacy and appearances before the Inuit Court or with respect to Inuit Laws or Bylaws of the Inuit Community Governments;

(g) intoxication and the control and safe storage of intoxicants; and

(h) international obligations and benefits, if any, applicable to the Inuit

Government.

Part 17.8 Administration of Justice

General

17.8.1 Until the Inuit Central Government makes Laws for the administration of justice and establishes the necessary enforcement structures and courts in accordance with this chapter, the Inuit Central Government may enter into agreements with Canada or Newfoundland, as the case may be, for:

(a) the enforcement of Inuit Laws by federal or provincial law enforcement agencies;

(b) the prosecution of violations of Inuit Laws and Bylaws of the Inuit Community Governments by provincial prosecutorial authorities in the appropriate courts of Newfoundland;

(c) the adjudication by appropriate courts in Newfoundland of civil disputes and the review of administrative decisions made under Inuit Laws; and

(d) the administration by Newfoundland of sanctions imposed under Inuit Laws or Bylaws of an Inuit Community Government.

17.8.2 Nothing in the Agreement confers jurisdiction in relation to criminal Law or criminal procedure on the Inuit Government.

17.8.3 The Inuit Central Government may provide sanctions for violations of Inuit Laws but the sanctions shall be no more severe than those applicable to summary conviction offenses under section 787(1) of the *Criminal Code of Canada*.

17.8.4 The Inuit Community Governments may provide sanctions for breaches of community Bylaws, but the sanctions shall be no more severe than those which could be imposed under the *Municipalities Act*.

Inuit Law Enforcement Agency

17.8.5 The Inuit Central Government may make laws for the establishment, organization, maintenance, administration and regulation of an Inuit Law enforcement agency to enforce Inuit Laws and, subject to agreements with Canada and Newfoundland, to enforce Laws of General Application.

17.8.6 An Inuit Law made under section 17.8.5 shall contain standards which are reasonably comparable to provincial standards respecting:

(a) the selection, training and certification of police officers;

(b) the swearing in of police officers;

(c) use of force by police officers;

(d) discipline and dismissal procedures;

(e) a code of conduct applicable to police officers;

(f) public complaints procedures respecting allegations of misconduct by police officers; and

(g) police independence.

17.8.7 Within the Labrador Inuit Settlement Area, any duly appointed member of the Agency shall have the powers, duties, privileges, liabilities and responsibilities of a peace officer when enforcing an Inuit Law or discharging a function under an Inuit Law or under an agreement referred to in section 17.8.11.

17.8.8 The Agency shall:

(a) be responsive to the cultural values of the Inuit; and

(b) have powers and responsibilities sufficient for the enforcement of Inuit Laws in the Labrador Inuit Settlement Area in accordance with the Agreement.

17.8.9 The Agency shall be administered by a Commission which is established by and accountable to the Inuit Central Government but which is independent of the Inuit Central Government.

17.8.10 The Commission shall ensure that the Agency discharges its responsibilities effectively, taking into account the requirements of the Inuit Central Government, the size and circumstances of the Inuit population and the Inuit Communities, and the mandate of the Agency, and the Commission shall be responsible for:

(a) the appointment of the chief and other members of the Agency;

(b) the control and supervision of the Agency;

(c) the determination of Law enforcement objectives;

(d) the identification of the personnel and resources necessary to deliver

Law enforcement services in an effective and culturally sensitive manner; and

(e) ensuring the provision of an adequate level of Law enforcement services by the Agency.

Intergovernmental Law Enforcement Agreements

17.8.11 The Inuit Central Government, Newfoundland and Canada may, from time to time, enter into agreements respecting:

(a) additional powers of members of the Agency outside Labrador Inuit Lands and the Inuit Communities;

(b) operational co-operation and co-ordination between the Agency and federal and provincial police forces;

(c) the enforcement of provincial Laws, the criminal Law and any other applicable federal Laws by the Agency on Labrador Inuit Lands and in the Inuit Communities;

(d) the carriage of firearms by Law enforcement officers; and

(e) any other matter relating to Law enforcement as may be necessary.

Complaints

17.8.12 The Inuit Central Government shall appoint a complaints investigator to inquire into:

(a) a complaint by any Person respecting the level and quality of Law enforcement services being provided by the Agency; or

(b) a complaint by the Inuit Central Government, an Inuit Community Government or the Minister respecting:

(i) a breakdown in relations between the Agency and any community;

(ii) a breakdown in the co-ordination of Law enforcement services; or

(iii) the enforcement of federal or provincial Laws by the Agency.

17.8.13 The investigator shall make a written report on all complaints to the Inuit

Central Government and shall provide a copy to complainant.

17.8.14 If a complaint is made with respect to a matter referred to in subsection 17.8.12(b)(iii), the Minister shall be given a copy of the investigator's report.

17.8.15 If a complaint referred to in section 17.8.12 is determined to be valid by the investigator and if:

(a) no corrective action is taken by the Inuit Central Government; or

(b) the Minister has cause to believe that actions taken by the Inuit Central Government in response to the report of the investigator fail to ensure an adequate level of Law enforcement, or otherwise fail to correct the matter that is the subject of the complaint

the Minister shall Consult the Inuit Central Government with a view to resolving the problem.

17.8.16 If, after the Consultation referred to in section 17.8.15, the Minister remains dissatisfied with the actions which have been taken and reasonably believes that the level and quality of Law enforcement presents a significant risk to safety and security in the Labrador Inuit Settlement Area, the Minister may:

(a) in a case involving the enforcement of federal or provincial Laws by the Agency, terminate any relevant policing agreement upon giving the Inuit Central Government 60 days notice; or

(b) in any other case, on the authority of an Order in Council and upon giving notice to the Inuit Central Government provide Law enforcement services within the Labrador Inuit Settlement Area.

17.8.17 If the Minister has taken action under section 17.8.16, the Minister shall enter into negotiations with the Inuit Central Government respecting the resumption of Law enforcement services by the Agency and any consequential financial arrangements respecting the delivery of Law enforcement services in those circumstances, including the amendment of any relevant Fiscal Financing Agreement or other intergovernmental agreement.

17.8.18 The obligations and discretions referred to in sections 17.8.15, 17.8.16 and 17.8.17 may not be delegated by the Minister to any official below the level of the Assistant Deputy Minister.

Inuit Court

17.8.19 The Inuit Central Government may make laws in relation to the establishment, constitution, organization and maintenance of an Inuit Court for the administration of Inuit Laws and Bylaws of Inuit Community Governments.

17.8.20 Inuit Laws made under section 17.8.19 shall:

(a) comply with and ensure principles of judicial independence, impartiality and fairness;

(b) establish standards of judicial qualification and competence to be agreed upon by the Inuit Central Government and Newfoundland; and

(c) provide a structure and process for the removal of judges from office for misbehaviour, neglect of duty or failure to perform judicial duties because of incapacity or inability, that are reasonably comparable to those prescribed by provincial Laws of General Application.

17.8.21 The Inuit Central Government may make laws in relation to rules of procedure and reception of evidence to be applied by an Inuit Court in the exercise of its jurisdiction under section 17.8.28.

17.8.22 The Inuit Court established under this part may not exercise its jurisdictions, authorities, capacities, rights, powers and privileges until the Lieutenant-Governor in Council has approved the Inuit Court's structures and the procedures and method for the selection of judges of the Inuit Court.

17.8.23 No amendment to the structure of an Inuit Court or the procedures and method of selection of judges of an Inuit Court shall come into effect until approved by the Lieutenant-Governor in Council.

17.8.24 The Lieutenant-Governor in Council shall approve the structure of the Inuit Court and the procedures and method for the selection of judges of the Inuit Courts or any amendment thereto, if the requirements of section 17.8.20 have been met, and shall, in any event, Consult the Inuit Central Government prior to withholding any approval under section 17.8.22 or 17.8.23.

17.8.25 The Inuit Central Government may appoint judges to the Inuit Court.

17.8.26 The Lieutenant-Governor in Council may, upon a request of the Inuit Central Government and in accordance with provincial Laws of General Application, appoint a judge of the Inuit Court as a Provincial Court judge or as a justice of the peace.

17.8.27 The Inuit Central Government may, upon a request of the Chief Judge of the Provincial Court and in accordance with Inuit Laws, appoint a Provincial Court judge as a judge of the Inuit Court.

17.8.28 The Inuit Court has the jurisdiction to adjudicate:

(a) violations of Inuit Laws and Inuit Community Government Bylaws;

(b) disputes arising under Inuit Laws which would be within the jurisdiction of the Provincial Court of Newfoundland if the dispute arose under provincial Law;

(c) the review of administrative decisions of any institution of the Inuit Central Government;

(d) jurisdictional and other disputes between institutions of the Inuit Government;

(e) challenges to the validity of Inuit Laws and Inuit Community Government Bylaws; and

(f) appeals from any review decision under a provision of the Labrador Inuit Constitution.

17.8.29 Canada or Newfoundland may, with the consent of the Inuit Central Government, confer jurisdiction, authority, capacity, powers, rights and privileges on the Inuit Court.

17.8.30 In the exercise of its jurisdiction under section 17.8.28, the Inuit Court may:

(a) impose penalties for violations of Inuit Laws subject to sections 17.8.3 and impose penalties for violations of Inuit Community Government Bylaws subject to section 17.8.4;

(b) make any order which could be issued by the Provincial Court of Newfoundland had the matter arisen under provincial Law; and

(c) issue summonses, subpoenas, warrants and other judicial processes in aid of the enforcement of Inuit Laws, which processes shall have the same force throughout the province as if issued by the Provincial Court of Newfoundland.

17.8.31 An order or judgment of the Inuit Court under section 17.8.30 may be enforced in the same manner as if it were an order or judgment issued by a court of comparable jurisdiction in Newfoundland.

17.8.32 The Inuit Central Government may establish any other processes, including enforcement procedures, as it considers appropriate for the alternative resolution of disputes arising under Inuit Laws, on condition that the parties to the dispute consent to the application of the process and to any remedy granted pursuant to the process.

17.8.33 In proceedings in which a Non-Beneficiary accused may receive a sentence of imprisonment under an Inuit Law or a Bylaw of an Inuit Community Government, the accused may elect to be tried in the Provincial Court of Newfoundland.

17.8.34 The Inuit Court may not impose on a Non-Beneficiary a sanction or penalty of a kind other than that which might be imposed under Laws of General Application without the consent of the Non-Beneficiary.

17.8.35 A decision, ruling or order of the Inuit Court may be appealed to the Supreme Court of Newfoundland, Trial Division, according to the following:

(a) with respect to a conviction or sentence in relation to a violation of an Inuit Law, on the same basis as summary convictions appeals, under the Criminal Code of Canada;

(b) with respect to a decision, ruling or order in relation to a dispute arising under Inuit Law, on the same basis as a similar decision could be appealed from the Provincial Court of Newfoundland;

(c) with respect to a decision of an Inuit Court under subsections 17.8.28 (c) through (f), on the grounds that the Inuit Court made an error of jurisdiction, Law or a palpable or overriding error of fact.

17.8.36 The Supreme Court of Newfoundland, Trial Division, has jurisdiction in respect of applications for judicial review of administrative decisions of the Inuit Government, but no application for judicial review of those decisions may be brought until all the procedures for appeal or review provided in the Labrador Inuit Constitution or under Inuit Law have been exhausted.

17.8.37 The Inuit Central Government shall be responsible for the prosecution of all offenses before an Inuit Court arising out of Inuit Laws and an Inuit Community Government shall be responsible for the prosecution of all offenses before an Inuit Court arising out of the Inuit Community Government's Bylaws, and the Inuit Central Government and the Inuit Community Governments may appoint individuals to conduct their respective prosecutions in a manner consistent with the principles of prosecutorial independence.

Corrections

17.8.38 The Inuit Central Government may make laws for the establishment, organization, maintenance, administration and regulation of an Inuit Correctional Service.

17.8.39 The Inuit Correctional Service shall have the range of powers and responsibilities sufficient for the development and delivery of programs and services for adult Inuit offenders convicted of offenses under Inuit Laws and may, subject to agreements negotiated by the Inuit Central Government with Canada and Newfoundland:

(a) deliver community corrections services to adult Inuit offenders who commit offenses under federal or provincial Laws, including parole, probation, conditional sentences, temporary absence supervision, diversion and programs and services designed as alternatives to the formal court process; and

(b) administer group homes, healing centres, half-way houses or other facilities on Labrador Inuit Lands or in the Inuit Communities that provide alternatives to prisons or penitentiaries for adult offenders who commit offenses under federal or provincial Laws.

17.8.40 Correctional services provided by the Inuit Correctional Service under an agreement referred to in section 17.8.39 shall be reasonably comparable in quality to correctional services available to adult offenders in communities of similar size and circumstances in Labrador and must be delivered by, or under the supervision of, individuals who have the appropriate personal qualifications and training.

17.8.41 The Inuit Central Government may not establish penitentiaries, prisons or other places of confinement, including youth secure custody facilities, except for lock-ups operated by the Agency, unless otherwise agreed to by the Parties.

17.8.42 Nothing in section 17.8.41 shall be construed so as to limit the power of the Inuit Government to establish healing centres, group homes, halfway houses or other facilities for Inuit offenders convicted of offenses under Inuit Law.

17.8.43 Subject to agreements negotiated under section 17.8.39, facilities referred to in section 17.8.42 may be used for the delivery of services to Inuit offenders under federal or provincial Laws.

Victims of Crime

17.8.44 The Inuit Central Government may make laws in Labrador Inuit Lands and the Inuit Communities in relation to:

(a) the rights and entitlements of Inuit victims of crime; and

(b) the development and delivery of programs and services for the protection, assistance and support of Inuit victims of crime.

17.8.45 Inuit Laws made under section 17.8.44 shall:

(a) accord rights and entitlements to Inuit victims of crime that are comparable to those provided to victims of crime by Laws of General Application;

(b) promote standards for the delivery of programs and services for Inuit victims of crime that are comparable to those provided by Newfoundland in communities of comparable size and circumstance in Labrador; and

(c) require that programs and services for Inuit victims of crime be provided by or under the supervision of individuals who have received appropriate training.

17.8.46 The Inuit Central Government and the Minister may enter into agreements for:

(a) the delivery of services to victims of crime who are not Beneficiaries on Labrador Inuit Lands and in Inuit Communities; and

(b) the delivery of Inuit Government programs and services for Inuit victims of crime residing outside Labrador Inuit Lands and the Inuit Communities.

Other Matters Affecting the Administration of Criminal Justice

17.8.47 Prior to the Agreement, the Parties may enter into negotiations with respect to participation by the Inuit Government in the administration of justice not otherwise provided for in this part, including:

(a) the establishment of mechanisms to provide alternatives to the formal criminal justice system;

(b) measures to promote restorative criminal justice including the convening of family group conferences, circle healing and other mechanisms to provide community input, including the participation of the victim into sentencing decisions;

(c) the detention of intoxicated individuals; and

(d) the collection of fines.

Indemnity

17.8.48 The Inuit Central Government shall indemnify and save harmless Newfoundland and Canada and their respective employees and agents from any and all claims, losses, damages, costs, expenses or liabilities that may arise directly or indirectly out of any wilful or negligent act or omission of any institution of the

Inuit Central Government or its members, employees, officers or agents.

17.8.49 Each Inuit Community Government shall indemnify and save harmless the Inuit Central Government, Newfoundland and Canada and their respective employees and agents from any and all claims, losses, damages, costs, expenses or liabilities that may arise directly or indirectly out of any wilful or negligent act or omission of any institution of the Inuit Community Government or its respective members, employees, officers or agents.

17.8.50 Newfoundland and Canada shall indemnify and save harmless the Inuit Central Government and each Inuit Community Government and their respective employees and agents from any and all claims, losses, damages, costs, expenses or liabilities that may arise directly or indirectly out of any wilful or negligent act or omission of any institution of Newfoundland or Canada or their respective members, employees, officers or agents.

Liability

17.8.51 The Inuit Central Government may make laws to provide for the protection of judges of the Inuit Court and other Inuit Government authorities to prevent the bringing of legal proceedings and establish other measures for the protection of judges of the Inuit Court and other authorities of the Inuit Government, but the protection to be provided in accordance with Inuit Laws shall not be more extensive than the protection provided for justices and other public authorities in accordance with the *Justices and Public Authorities Protection Act*.

17.8.52 Prior to the Agreement, the Parties will negotiate other provisions respecting the liability of the Inuit Government.

Part 17.9 Inuit Community Governments

Establishment of Inuit Community Governments

17.9.1 When the Labrador Inuit Constitution has established Inuit Community Governments under this chapter and the Inuit Community Councils have first been elected, the municipalities of Nain, Hopedale, Postville Makkovik and Rigolet shall cease to be municipalities under the *Municipalities Act* and

(a) each shall become an Inuit Community under Inuit Law and this chapter; and

(b) all of its assets and liabilities shall be assumed by the Inuit Community Government, but all regulations under the *Municipalities Act* shall continue in effect until replaced by a Bylaw of the Inuit Community Government.

Boundaries

17.9.2 The boundaries of the Inuit Communities are shown on the maps attached as schedule 17-A and described in schedule 17-B.

17.9.3 The boundaries of the Inuit Communities may be expanded to adjacent lands at the request of an Inuit Community Government with the consent of:

(a) the Inuit Central Government, for Labrador Inuit Lands;

(b) Newfoundland, for lands in the jurisdiction of Newfoundland; or

(c) Canada, for lands under the administration and control of Canada

and the lands within the expanded boundaries shall be subject to the provisions of this part.

Land Within Inuit Communities

17.9.4 Newfoundland shall convey to each Inuit Community Government, at the date of the establishment of each Inuit Community Government, fee simple title to all Provincial Crown Land within the boundaries of each Inuit Community. For greater certainty, the conveyance of fee simple title under this section shall not include a conveyance of Subsurface Resources or Carving Stone and the lands so conveyed are not Labrador Inuit Lands.

17.9.5 Where Provincial Crown Land conveyed to an Inuit Community Government under section 17.9.4 is subject to a Surface Interest, Newfoundland shall assign its rights and obligations under the Surface Interest to the Inuit Community Government.

17.9.6 For greater certainty, a Surface Interest referred to in section 17.9.5 in existence on the Effective Date shall continue in accordance with its terms and conditions.

17.9.7 Upon the expiration of a Surface Interest referred to in section 17.9.5, if the holder of the interest chooses not to renew or extend the interest, the interest vests fully in the Inuit Community Government.

17.9.8 If the holder of a Surface Interest referred to in section 17.9.5 chooses to renew or extend the interest prior to the expiration of the interest, the holder shall make application to the Inuit Community Government to renew or extend the interest.

17.9.9 The Inuit Community Government shall renew or extend the Surface Interest referred to in section 17.9.5 if the interest holder has satisfied the terms and conditions of the lease, licence or permit.

17.9.10 The Inuit Community Government may, at its discretion, impose additional terms and conditions upon the renewal or extension of a Surface Interest referred to in section 17.9.8, including the imposition of fees, charges, rents or royalties, but the additional terms or conditions shall be reasonable.

17.9.11 If there is a Dispute between the holder of a Surface Interest and the Inuit Community Government under this part, the Dispute shall be resolved under chapter 21.

17.9.12 Notwithstanding part 4.14, Laws of General Application apply to entry and access to Labrador Inuit Lands within the Inuit Communities.

17.9.13 Except for lands referred to in section 17.9.14, lands within the boundaries of an Inuit Community, including lands owned in fee simple, shall be subject to Bylaws made by an Inuit Community Government under sections 17.9.31 and 17.9.32.

17.9.14 Lands within the boundaries of an Inuit Community and any buildings, appurtenances or fixtures thereon, under the control and administration of the Inuit Central Government shall be exempt from Bylaws made by the Inuit Community Governments under section 17.9.31 or 17.9.32, to the same extent that lands under the administration and control of Newfoundland or Canada, and any buildings, appurtenances or fixtures thereon are exempt from Inuit Community Government Bylaws.

Inuit Community Government Structure

17.9.15 The legislative authority of each Inuit Community Government shall be vested in an elected Inuit Community Council composed of an AngajukKak and Inuit Community Councillors.

17.9.16 The executive authority of each Inuit Community Government shall be vested in the AngajukKak.

17.9.17 The AngajukKak shall be elected at large and shall be an Inuk ordinarily resident in the Inuit Community.

17.9.18 The Labrador Inuit Constitution shall provide for the election of Inuit Community Councils at regular intervals, not to exceed five years. All Inuit Community Government elections shall be held on the same date.

17.9.19 Subject to requirements established under subsection 17.3.3(e), and sections

17.9.25 and 17.9.27, Residents and their Descendants who are ordinarily resident in an Inuit Community shall be eligible to vote and to seek office in the Inuit Community Government in that portion of an Inuit Community Council set aside under section 17.9.21.

17.9.20 New Residents:

(a) are eligible to vote in an Inuit Community Government election if they have been ordinarily resident in the Inuit Community for 30 days immediately prior to the election;

(b) are eligible to seek elected office in an Inuit Community Government if they are ordinarily resident in an Inuit Community for 6 months immediately prior to Inuit Community Government elections; and

(c) shall only be entitled to vote in respect of and be eligible to seek elected office in only that portion of an Inuit Community Council set aside under section 17.9.23.

17.9.21 No less than 75% of Inuit Community Council seats shall be set aside for Inuit ordinarily resident in the Inuit Community and Residents and their Descendants.

17.9.22 The portion of an Inuit Community Council set aside under section 17.9.21 includes the AngajukKak.

17.9.23 The number of Inuit Community Council seats set aside for New Residents and Residents who have made a choice under section 17.9.24 in an Inuit Community Government shall be in proportion to the total of the number of New Residents plus any Residents who have made a choice under section 17.9.24 and who are eligible to vote, to the total number of eligible voters in an Inuit Community Government election. The number of seats set aside under this provision shall never be more than 25% of Inuit Community Council seats but shall be no less than one Inuit Community Council seat.

17.9.24 A Resident or a Descendant may choose to vote and to seek elected office in that portion of an Inuit Community Council set aside for New Residents under section 17.9.23.

17.9.25 A Resident or a Descendant who makes the choice under section 17.9.24 loses his or her rights and status under section 17.9.19 and the choice is irrevocable.

17.9.26 A Resident or a Descendant shall not lose his or her rights and status under section 17.9.19 should he or she move among any of the Inuit Communities.

17.9.27 A Resident or a Descendant shall lose his or her rights and status under section 17.9.19 if he or she becomes ordinarily resident in a place other than an Inuit Community.

17.9.28 All Persons in an Inuit Community are subject equally to Bylaws made by an Inuit Community Government under sections 17.9.31 and 17.9.32.

17.9.29 An Inuit Community Governments shall not discriminate against any individual with respect to its employment practices in connection with sections 17.9.31 and 17.9.32 or deny any individual access to accommodation, services, facilities or goods in connection with section 17.9.31 or 17.9.32 on any of the prohibited grounds set out in the Newfoundland *Human Rights Code*.

17.9.30 For its governance, each Inuit Community Government:

(a) is responsible to its electorate;

(b) is financially accountable to its electorate; and

(c) shall establish a system of financial administration based on generally accepted accounting principles.

Inuit Community Government Bylaws

17.9.31 Without restricting the overall jurisdiction of the Inuit Central Government, each Inuit Community Government has the power to make laws respecting the following local or municipal matters within an Inuit Community:

(a) the establishment of a system of administration for the Inuit Community Government;

(b) subject to sections 17.9.5 to 17.9.12, the management, administration and disposition of Community Lands;

(c) community parks and recreation, amusements and entertainment;

(d) the enforcement of Inuit Community Government Bylaws, including the appointment of Bylaw enforcement officers;

(e) curfews;

(f) community economic development, including tourism and the establishment of business improvement areas;

(g) public libraries;

(h) shop closing, billboards and public advertising, street trading and vending;

(i) other matters of a local or municipal nature within an Inuit Community, to the same extent as would a town under the Newfoundland *Municipalities Act*; and

(j) generally other matters of a local or municipal nature as agreed by the Parties.

17.9.32 Subject to section 17.9.33, each Inuit Community Government has the power to make laws respecting the following local or municipal matters within an Inuit Community:

(a) protection of Water supplies and the prevention and remediation of erosion;

(b) community zoning in conformity with the provisions of the chapter 10, the regulation of buildings and their use and occupancy and the designation and protection of heritage buildings and spaces;

(c) the provision of services such as Water, sewer, lighting, waste removal and disposal, storm water drainage, snow clearance, removal and disposal, and prevention, management and removal of core ice and ice in built-up areas;

(d) fire protection and fire fighting services;

(e) community public works, public places and public facilities;

(f) prohibition and control of noise or other nuisances;

(g) cemeteries and crematoria;

(h) care and keeping of livestock, poultry and pets and the impoundment and disposal of any animal improperly at large or diseased and the burial and disposal of dead animals or animal parts; and

(i) licensing of businesses.

17.9.33 The power of the Inuit Community Government to make Bylaws in relation to the matters referred to in section 17.9.32 is:

(a) subject to compliance with Laws of General Application which municipalities in the province are required to follow;

(b) subject to approvals required under the *Municipalities Act* or other applicable Laws of General Application; and

(c) co-extensive with the jurisdiction of municipalities under the *Municipalities Act*.

17.9.34 Any decision of an Inuit Community Council respecting:

(a) a matter under section 17.9.31 or 17.9.32;

(b) any other matter which is within the authority of the Inuit Central Government which has been delegated to an Inuit Community Government and which will apply to all residents of the Community

shall be voted upon by Inuit Community Councillors other than those referred to in section 17.3.4(c), and shall be decided by at least a simple majority of all councillors eligible to vote and present when the vote is taken.

17.9.35 Any decision of an Inuit Community Council respecting a matter other than one referred to in section 17.9.34 shall be voted upon only by Inuit Community Councillors who are Inuit and shall be decided by at least a simple majority when the vote is taken.

Schedule 17-A: Boundaries of the Inuit Communities (section 17.9.2)

See attached maps.

Hopedale	Makkovik	Nain	Pos

Schedule 17-B: Description of Boundaries of the Inuit Communities (section 17.9.2)

To be inserted prior to the Agreement.

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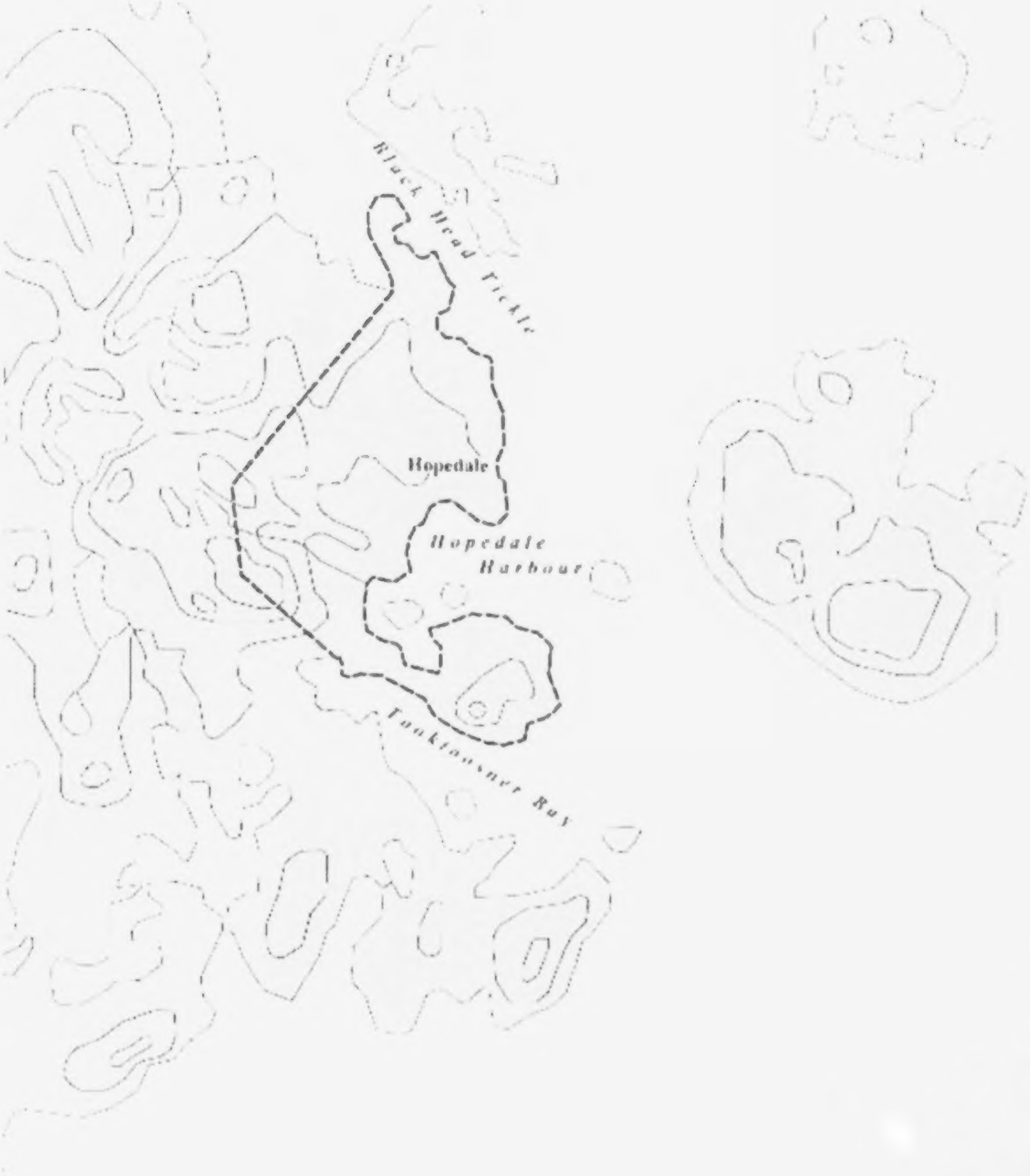
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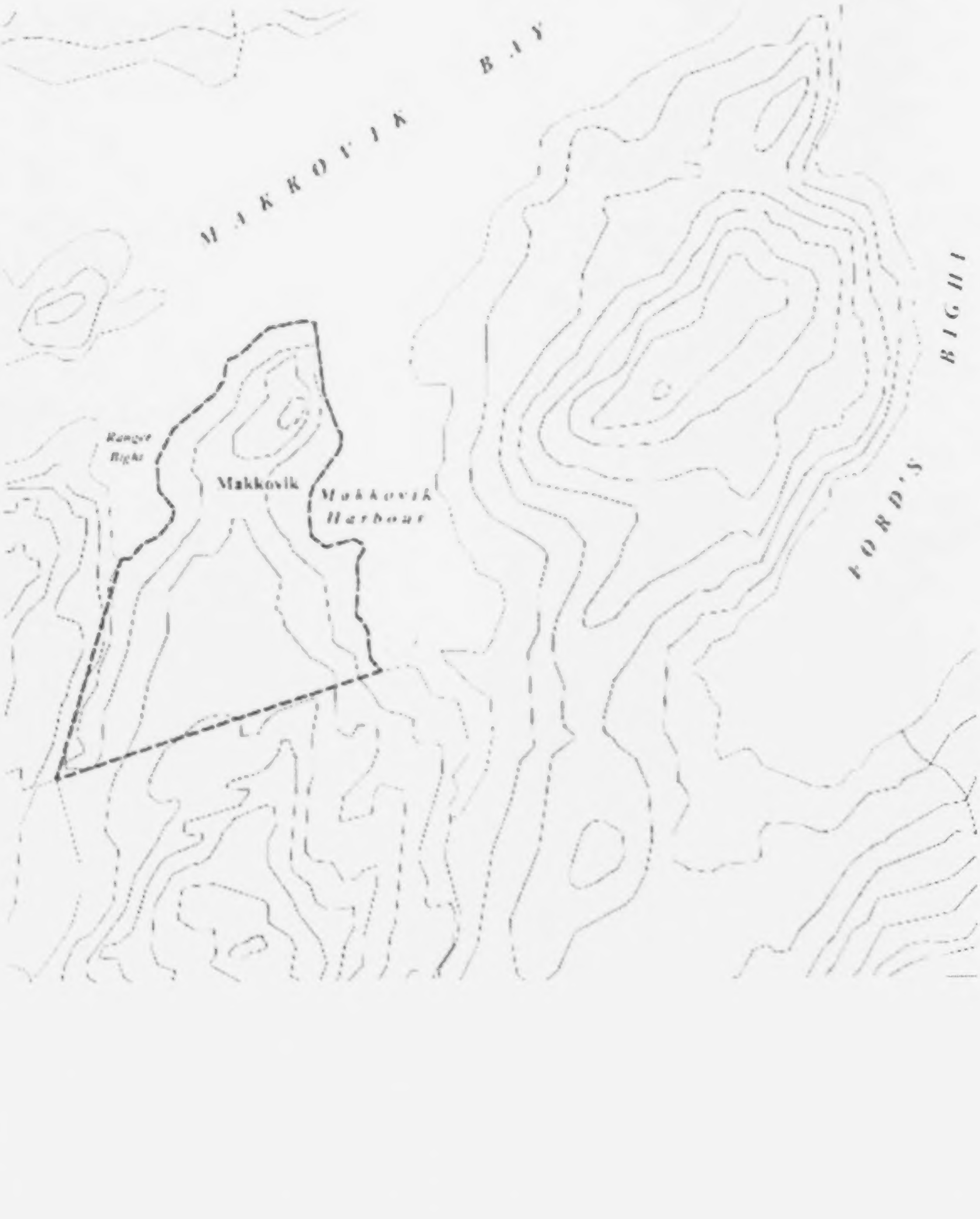
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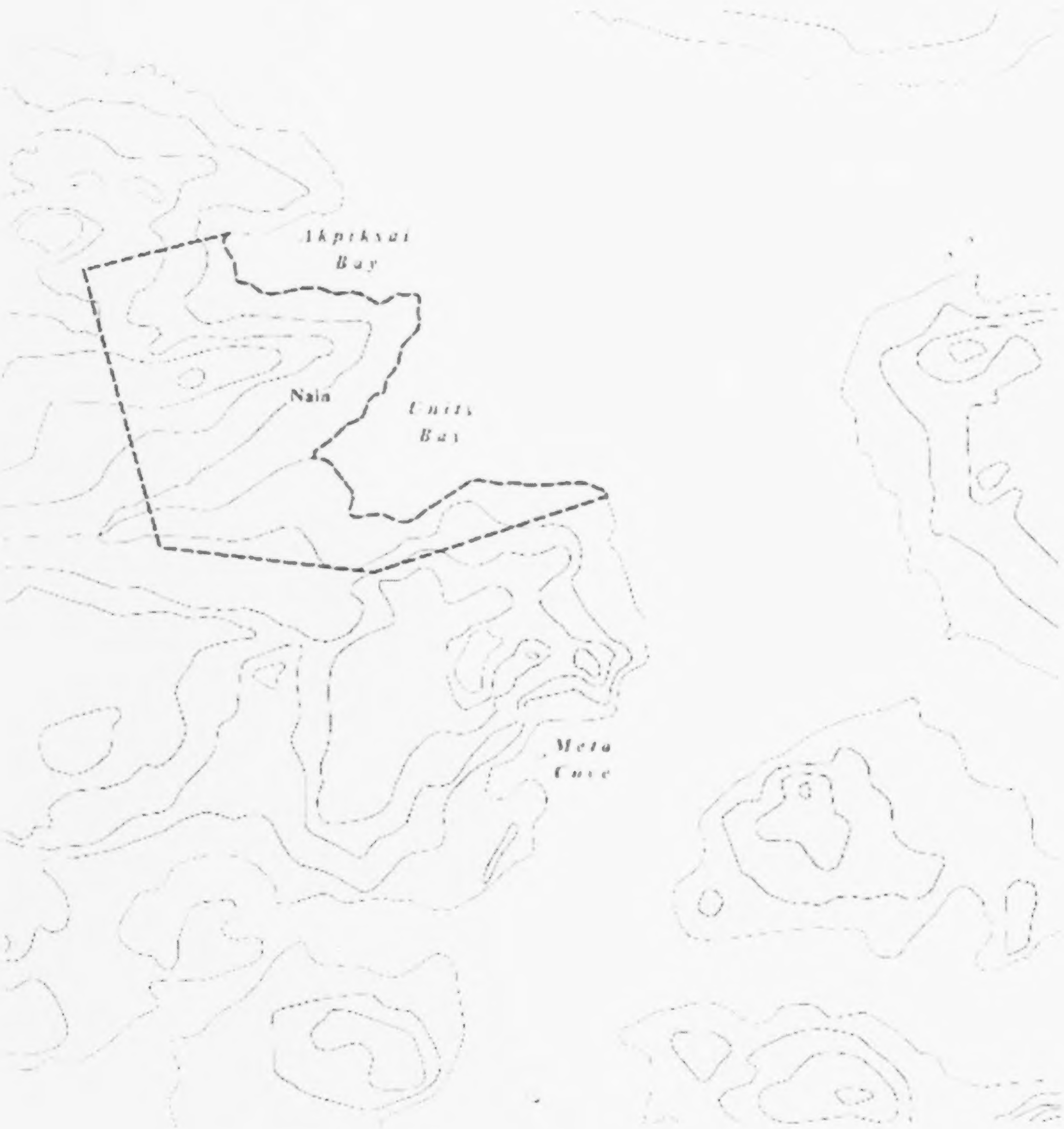
FORD'S BIGHT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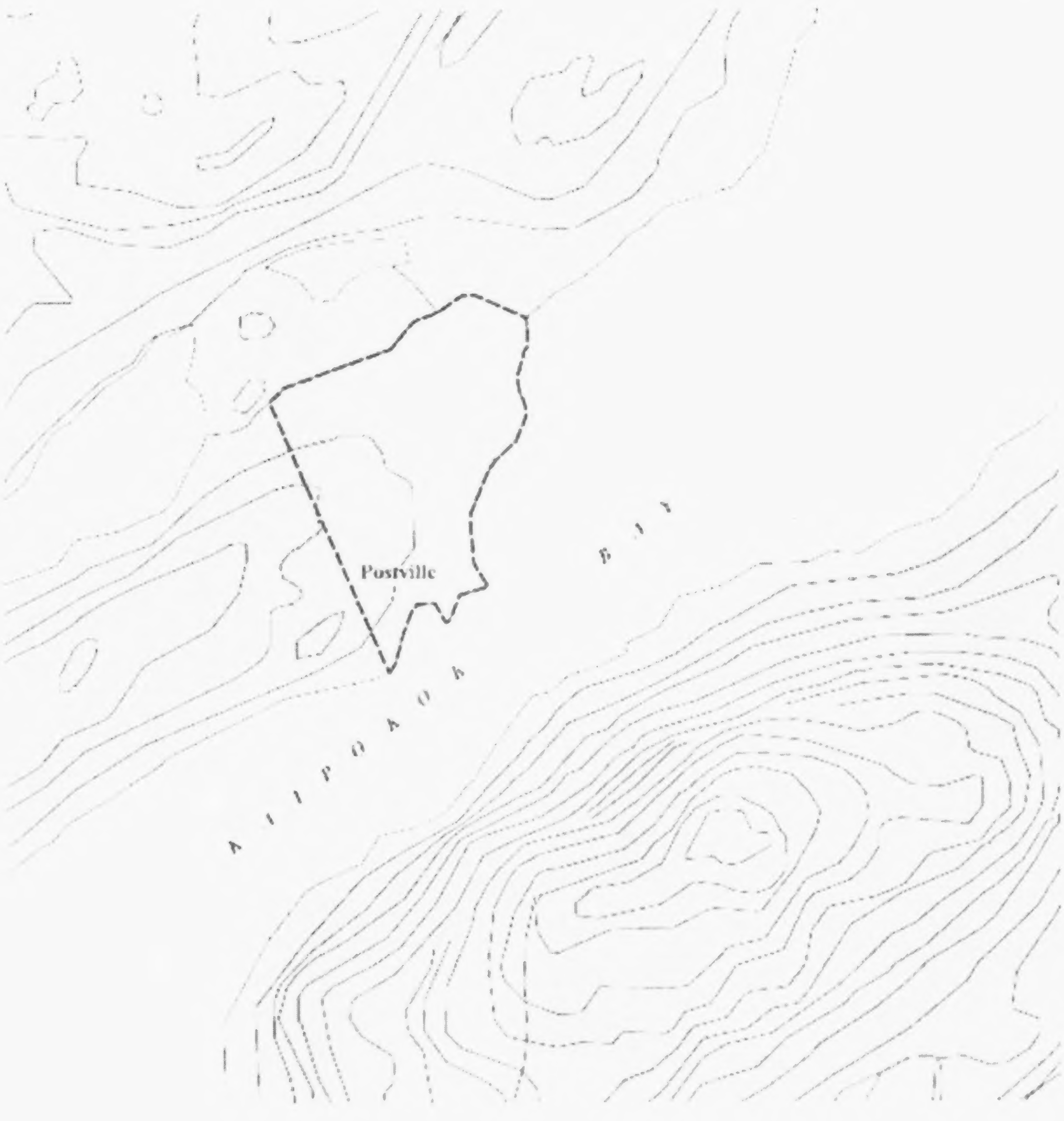
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Chapter 18: Fiscal Financing Agreements

Part 18.1 General

18.1.1 Every five years, or at other intervals agreed to by the Parties, the Parties will negotiate a fiscal financing agreement by which funding will be provided to the Inuit Central Government for the provision of programs and services, to be agreed upon in the Fiscal Financing Agreement, to Inuit and, where applicable, to other Persons in the Inuit Communities, at levels reasonably comparable to programs and services generally prevailing in communities of similar size and circumstances in Labrador.

18.1.2 A Fiscal Financing Agreement will not form part of the Agreement and will not be a treaty or a land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

18.1.3 Any financial obligation which a Party may assume under a Fiscal Financing Agreement is subject to appropriation of funds:

(a) in the case of Canada, by the Parliament of Canada;

(b) in the case of Newfoundland, by the House of Assembly; and

(c) in the case of the Inuit Central Government, by the legislative body of the Inuit Central Government.

18.1.4 Unless otherwise agreed by the Parties in a Fiscal Financing Agreement, the creation of the Inuit Central Government, the recognition of Inuit Central Government legislative authority under the Agreement and the exercise of Inuit Central Government legislative authority does not create or imply any financial or legal obligation or responsibility on the part of any Party for the costs of, or associated with, the Inuit Central Government, its institutions and infrastructure or for the exercise of Inuit Central Government jurisdiction, including the provision of programs and services to Inuit.

18.1.5 If a Fiscal Financing Agreement reaches its expiry date before the Parties have negotiated a successor agreement, the terms of the Fiscal Financing Agreement shall continue in effect for a period of two years after its original expiry date, or any additional period agreed to by the Parties.

Part 18.2 Fiscal Financing Negotiations

18.2.1 In negotiating a Fiscal Financing Agreement, the Parties shall take into account, as appropriate, the following:

(a) the prevailing fiscal policies of Canada and Newfoundland;

(b) the Inuit Central Government's own source revenue capacity;

(c) efficiency and effectiveness in the provision of programs and services;

(d) the remoteness, location and accessibility of Labrador Inuit Lands and the Inuit Communities;

(e) population and demographic characteristics of Inuit receiving services and programs from the Inuit Central Government and, where applicable, of other Persons receiving agreed-upon programs and services from the Inuit Central Government;

(f) the desirability of reasonably stable, predictable and flexible funding arrangements; and

(g) any other matters which may be agreed to by the Parties.

18.2.2 In negotiating a Fiscal Financing Agreement, the Parties may take into account, as appropriate, the following:

(a) the costs necessary to establish and operate Inuit Central Government institutions;

(b) training requirements and development of capacities for Inuit Central Government purposes;

(c) the jurisdictions, authorities, obligations, programs and services assumed by or to be assumed by the Inuit Central Government; and

(d) any other matter which may be agreed to by the Parties.

Part 18.3 Own Source Revenue Capacity of the Inuit Central Government

18.3.1 Prior to the Agreement, the Parties will negotiate the manner in which the Inuit Central Government's own source revenue capacity will be taken into account in the negotiation of Fiscal Financing Agreements.

18.3.2 The negotiations referred to in section 18.3.1 shall take into account the following:

(a) Inuit Central Government own source revenue capacity shall not include any capital transfer payments received by a Designated Inuit Organization or the Inuit under chapter 19;

(b) Inuit Central Government own source revenue capacity shall not include any implementation payments received by the Inuit Government under chapter 24;

(c) there shall be a fair basis of comparison between Inuit Central Government revenue capacity from commercial activities carried on by the Inuit Central Government, including wholly owned corporations, and revenue capacity of other Canadian governments from taxation of similar commercial activities;

(d) Inuit Central Government own source revenue capacity shall not include the sharing of Revenue received by the Inuit Central Government from Newfoundland under part 7.5;

(e) Inuit Central Government own source revenue capacity shall not include proceeds from the sale or Expropriation of Labrador Inuit Lands;

(f) Inuit Central Government own source revenue capacity shall not be taken into account so as to reduce unreasonably the incentive of the Inuit Government to raise revenues; and

(g) Inuit Central Government's own source revenue capacity shall be phased in gradually over a 12 year period after the Effective Date or the date of the first Fiscal Financing Agreement, whichever is later.

18.3.3 Prior to the Agreement, the Parties will negotiate which of the provisions resulting from the negotiations referred to in section 18.3.1 and which of the principles referred to in section 18.3.2 will be given effect through the Agreement and which will be given effect through other mechanisms.

Part 18.4 Negotiations

18.4.1 Matters relating to Fiscal Financing Agreements to be negotiated before initialling of the Agreement include:

(a) measures, if necessary, to enable the transition from existing funding mechanisms to the first Fiscal Financing Agreement;

(b) the negotiating process;

(c) program transfer mechanisms;

(d) supplementary or emergency funding procedures;

(e) payment mechanisms;

(f) dispute resolution procedures;

(g) information exchange;

(h) accountability including accounting, reporting and audit provisions;

(i) whether Inuit Central Government own source revenue capacity in respect of an Inuit Settlement Trust should not include the inflation component of gains or income of the trust; and

(j) whether Inuit Central Government costs associated with the enhancement or management of natural resources on Labrador Inuit Lands, habitat restoration, reclamation and similar activities should be taken into account in negotiating a Fiscal Financing Agreement.

18.4.2 Unless the Parties otherwise agree, the first Fiscal Financing Agreement shall be negotiated after the matters referred to in section 18.4.1 have been addressed and before the Effective Date.

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Chapter 19: Capital Transfers

Part 19.1 Payment of Capital Transfer

19.1.1 Canada shall make a capital transfer of $140.0 million to the Designated Inuit Organization in accordance with the provisions of this chapter.

19.1.2 The amount referred to in section 19.1.1:

(a) shall be adjusted by multiplying the amount by the value of the Canada Final Domestic Demand Implicit Price Index for the second latest quarter prior to the date of signature of the Agreement for which the Final Domestic Demand Implicit Price Index has been published by Statistics Canada, and by dividing the resulting product by the value of the Final Domestic Demand Implicit Price Index for the second quarter of 1997; and

(b) shall be paid, as adjusted under subsection 19.1.2(a), to the Designated Inuit Organization in accordance with a schedule of payments which will:

(i) provide for a first payment on the Effective Date and subsequent payments on each anniversary of the Effective Date; and

(ii) be provisionally set out in the Agreement and further adjusted in accordance with section 19.1.4.

19.1.3 The provisional schedule of payments referred to in clause 19.1.2(b)(ii) shall be such that the computation of the present value of the amount referred to in section 19.1.1 as at the time of the first payment shall yield a result equal to the amount determined by applying the adjustment in accordance with subsection 19.1.2(a) using, as the discount rate, the most recent appropriate Consolidated Revenue Fund Lending rate available prior to the date of signature of the Agreement, less one eighth of one percent.

19.1.4 The amount of each payment listed on the provisional schedule of payments in the Agreement shall be further adjusted by multiplying the amount of the payment by the value of Final Domestic Demand Implicit Price Index for the second latest quarter prior to the Effective Date for which the Final Domestic Demand Implicit Price Index has been published by Statistics Canada, and by dividing the resulting product by the value of Final Domestic Demand Implicit Price Index for the second latest quarter prior to the signature of the Agreement.

19.1.5 The amounts determined by applying the adjustment in accordance with section 19.1.4 shall be included in a final schedule of payments, to be made by Canada to the Designated Inuit Organization, which shall be incorporated in the Agreement immediately prior to the Effective Date.

19.1.6 The payment of the capital transfer set out in the final schedule of payments referred to in section 19.1.5 shall be exempt from taxation. Unless otherwise specified in chapter 20, any future income derived from the transfers set out in the final schedule of payments shall be subject to the provisions of the *Income Tax Act* and Laws of General Application.

Part 19.2 Negotiation Loan Payment

19.2.1 The Agreement shall describe the outstanding amount of negotiation loans of Labrador Inuit Association and establish a provisional schedule of payments for repayment of the negotiation loans that is proportional to, and corresponds with, the provisional stream of payments to be made by Canada under clause 19.1.2(b)(ii).

19.2.2 The amounts in the provisional schedule referred to in section 19.2.1 shall each be adjusted by increasing them by the following percentage:

$$\frac{I \times 100}{T}$$

where "T" is the outstanding amount of negotiation loans referred to in section 19.2.1; and

"I" is any interest which may have accrued, under the terms and conditions of the individual loan agreements, between the date of signature of the Agreement and the Effective Date.

19.2.3 Canada may deduct the amount of any payment due under section 19.2.1 from the corresponding payment to be made under section 19.1.5.

19.2.4 Except as provided in this part, terms and conditions of the negotiation loans shall be unaffected.

Part 19.3 Loans Against Capital Transfer

19.3.1 At any time after three years from the Effective Date, the Designated Inuit Organization may request a loan from Canada against the then unpaid balance of the capital transfer.

19.3.2 If Canada agrees to consider the request, the Minister of Finance, representing Canada, and the Designated Inuit Organization shall negotiate the amount and terms and conditions of the loan.

19.3.3 The Minister of Finance is authorized to consider a request and to grant a loan, on terms and conditions as agreed, up to the amount requested, if the Minister of Finance is satisfied that:

(a) the loan is intended for the social or economic development of the Inuit;

(b) in any year, the unpaid balance of the capital transfer is sufficient to cover the total of all outstanding loan payments and interest required of the Designated Inuit Organization;

(c) the terms and conditions of the loan, including the amount of the loan, the timing and amount of repayments, and the interest rate,

(i) are consistent with government policies and practices for granting loans, and

(ii) enable the Minister to manage public disbursements and ensure fiscal constraint; and

(iii) the amount of the loan to be paid is available for that purpose from the applicable Parliamentary appropriation.

19.3.4 A condition of any loan made under this part shall be that the Designated Inuit Organization pay the amount which would reduce the outstanding balance of the negotiation loan repayments referred to in section 19.2.1 as at the time of the loan by the same proportion as the amount loaned under this part bears to the unpaid balance, as at the time of the loan, of the payments referred to in section 19.1.5. The amount may be paid at any time during the term of the loan and shall be credited against the last payments of the schedule referred to in section 19.2.1.

Part 19.4 Interest

19.4.1 Prior to the Agreement, the Parties will negotiate whether any interest will be paid on the amount of the capital transfer referred to in section 19.1.1 between the date of signature of the Agreement and the Effective Date and, if so, on what terms and conditions.

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Chapter 20: Taxation

Part 20.1 Definitions

20.1.1 In this chapter:

(a) "Cultural Artifacts" includes Archaeological Material and Ethnographic Material;

(b) "Direct" has the same meaning, for the purposes of distinguishing between a direct tax and an indirect tax, as in class 2 of section 92 of the *Constitution Act, 1867*;

(c) "Inuit Government Corporation" means any corporation, commission or association, all of the shares, other than directors' qualifying shares, or capital of which are owned by the Inuit Central Government or any Inuit Community Government, any Inuit Settlement Trust, or any combination of the foregoing, or a wholly-owned corporation subsidiary to any such corporation, commission or association;

(d) "Inuit Settlement Trust" means any trust having the following characteristics:

(i) the trust is resident in Canada;

(ii) the beneficiaries of the trust are limited to the Inuit Central Government, an Inuit Community Government, another Inuit Settlement Trust, Inuit, and any registered charity or non-profit organization, within the meaning of the *Income Tax Act*, that in the reasonable opinion of the trustees directly or indirectly benefits one or more Inuit or any combination of those entities and Persons;

(iii) investment of its funds is restricted to:

(1) investment instruments that are described as qualified investments for a trust governed by a Registered Retirement Savings Plan within the meaning of section 146 of the *Income Tax Act* or in any other investments that may be agreed upon from time to time among the Inuit Central Government, Canada, as represented by the Minister of Finance and Newfoundland;

(2) loans to an Inuk, Inuit Central Government, Inuit Community Government, or Inuit Government Corporation at a rate of interest equal to the rate prescribed under Regulation 4301(c) of the *Income Tax Act* in effect at the time the loan was made or last renewed;

(3) investments in a share of an Inuit Government Corporation where the average annual rate of dividends on the share over any five year period cannot exceed the rate prescribed under Regulation 4301(c) of the *Income Tax Act* at the beginning of the five year period, and on condition that the amount receivable on redemption of the share or on liquidation of the company is limited to the amount of the consideration for which the share was originally issued; and

(4) low interest or interest free loans to an Inuk, or a partnership or trust in which Inuit hold all the interests as partners or beneficiaries, where the purpose of the loan is to assist the borrower, or where the borrower is a partnership or trust, a partner or a beneficiary, to:

> (A) acquire, construct or renovate a residential property for his or her own habitation in Newfoundland;
>
> (B) attend courses to further his or her own education, technical or vocational skills, or attend courses in native studies, culture or language programs;
>
> (C) acquire funding for purposes of carrying on a business on Labrador Inuit Lands, within an Inuit Community or in the upper Lake Melville area where the borrower is unable to borrow from ordinary commercial lenders at normal commercial rates; or
>
> (D) participate in Inuit Domestic

Harvest or Inuit Domestic Fishery programs;

where, at the time the loan was made, bona fide arrangements were made for repayment of the loan within a reasonable period of time;

(iv) the trust is not permitted to carry on a business as a proprietor or member of a partnership, or acquire any beneficial interest in a trust engaged in a business where one or more Inuit Governments, Inuit Government Corporations, Inuit Settlement Trusts or Inuit, either alone or in combination, hold more than 10% of all of the beneficial interests in the trust;

(v) the trust does not borrow money except as required to finance the acquisition of qualified investments or to carry out its operations;

(vi) contributions to the trust are limited to contributions by the Inuit Government or a Designated Inuit Organization of capital transfer payments received by it under chapter 19 or amounts contributed by another Inuit Settlement Trust where substantially all of the funds of that contributing Trust reasonably can be considered to have been derived from a contribution to an Inuit Settlement Trust by the Inuit Government or Designated Inuit Organization of capital transfer payments received by it under chapter 19 and income and gains derived therefrom; and

(vii) the trust is not permitted to make any distributions other than to one or more beneficiaries pursuant to the trust, or to another Inuit Settlement Trust.

(e) "Standards" means Standards as defined in chapter 15; and

(f) "Successor Legislation" includes any Legislation by Newfoundland to amend or replace, in whole or part, the *Mining and Mineral Rights Tax Act*, the *Petroleum and Natural Gas Act*, the *Quarry Materials Act* or the *Mineral Act* or to levy a new or additional tax, royalty, rent, fee, or other payment in the nature of a royalty in respect of a Subsurface Resource excluding a fee levied for administrative purposes, and, where Newfoundland enters into a tax collection, tax rental or similar arrangement with Canada or any other jurisdiction in respect of Revenue shared under parts 7.3, 7.4 and 7.5, any such arrangement.

Part 20.2 Inuit Government Taxation Powers

20.2.1 The Inuit Central Government may make laws in relation to:

(a) Direct taxation, applicable to Inuit on Labrador Inuit Lands and to Inuit in the Inuit Communities, for Inuit Central Government purposes; and

(b) harmonization and co-ordination of Inuit Community Government taxation under section 20.2.3.

20.2.2 The Inuit Central Government may make laws in relation to the implementation of any taxation agreement entered into between it and Canada or Newfoundland.

20.2.3 Each Inuit Community Government may make laws in relation to Direct taxation of Inuit in the Inuit Communities for Inuit Community Government purposes.

20.2.4 The Inuit Central Government and Inuit Community Governments powers provided for in sections 20.2.1 and 20.2.3 shall not limit the powers of Canada or Newfoundland to impose or levy taxes or make Laws in respect of taxation.

20.2.5 Prior to the Agreement, the Parties will, without derogating from subsection 20.2.1(b), negotiate an implementation agreement with respect to the powers of the Inuit Central Government under subsection 20.2.1(b).

Part 20.3 Other Taxation and Tax Administration Agreements

20.3.1 From time to time Canada and Newfoundland, together or separately, may negotiate an agreement with the Inuit Central Government respecting:

(a) the extent, if any, to which Canada or Newfoundland will provide the Inuit Government Direct taxation authority over Non-Beneficiaries in Labrador Inuit Lands and in the Inuit Communities; and

(b) the manner in which the Inuit Government taxation will be coordinated with existing federal or provincial tax systems.

20.3.2 Prior to the Agreement, Labrador Inuit Association and Newfoundland, and from time to time after the Effective Date, the Inuit Central Government and Newfoundland, shall negotiate an agreement to provide Inuit Community

Governments with the power to make Bylaws for the taxation of Non-Beneficiaries in Inuit Communities for Inuit Community Government purposes.

20.3.3 An agreement referred to in section 20.2.4, 20.3.1 or 20.3.2 shall not form part of the Agreement and shall not be a treaty or land claims agreement within the meaning of section 25 or 35 of the *Constitution Act, 1982,* but will be given effect through Legislation or other measures agreed to by the Parties.

Part 20.4 Labrador Inuit Lands

20.4.1 Prior to the Agreement, the Parties will negotiate:

(a) the definition of Inuit Capital for purposes of this chapter; and

(b) the tax treatment of:

(i) unimproved Labrador Inuit Lands or on which there are exempt improvements; and

(ii) unimproved Community Lands or on which there are exempt improvements.

20.4.2 Prior to the Agreement, the Parties will negotiate a definition of exempt improvements which will include:

(a) Inuit Central Government and Inuit Community Government public works;

(b) Inuit residences;

(c) forest resources; and

(d) other matters agreed to by the Parties.

20.4.3 Prior to the Agreement, the Parties will negotiate whether section 20.4.1 will be expanded to apply to other taxes.

20.4.4 For the purposes of the *Income Tax Act*, Inuit Capital shall be deemed to have been acquired on the Effective Date at a cost equal to its fair market value on that date.

20.4.5 For greater certainty, nothing in section 20.4.1 is intended to affect the taxation of an interest or estate in Labrador Inuit Lands or Community Lands granted by the Inuit Government to any Person or to exempt from taxation dispositions of capital by the Inuit Government.

20.4.6 The Inuit and the Inuit Central Government shall not be subject to tax, royalty, rent, fee excluding a fee levied for an administrative purpose, or any other charge in the nature of a royalty by Newfoundland under the *Mining and Mineral Rights Tax Act*, the *Petroleum and Natural Gas Act*, the *Quarry Materials Act*, the *Mineral Act* or any Successor Legislation, in respect of amounts received or receivable under parts 7.3, 7.4 and 7.5 and amounts received or receivable under an Inuit Impacts and Benefits Agreement.

Part 20.5 Transfers of Inuit Capital

20.5.1 The transfer under the Agreement of Inuit Capital shall not be taxable.

20.5.2 For purposes of section 20.5.1, an amount paid to an Inuk shall be deemed to be a transfer of Inuit Capital under the Agreement if the payment:

(a) reasonably can be considered to be a distribution of an Inuit Capital transfer received by the Inuit Central Government, an Inuit Community Government or a Designated Inuit Organization; and

(b) becomes payable to the Inuk within 90 days, and is paid to the Inuk within 170 days, after the Inuit Central Government, an Inuit Community Government or the Designated Inuit Organization receives the Inuit Capital transfer.

Part 20.6 Non-Treaty Provisions

20.6.1 Sections 20.7.1 through 20.10.4 shall not constitute or create aboriginal or treaty rights under section 25 or 35 of the *Constitution Act, 1982* and it is the intention of the Parties that Sections 20.7.1 through 20.10.4 do not form part of the Agreement but will be given effect through Legislation or other measures agreed to by the Parties.

Part 20.7 Taxation Treatment of Inuit Government Institutions

20.7.1 For the purpose of paragraph 149(1)(c) of the *Income Tax Act*, the Inuit Central Government and the Inuit Community Governments are deemed to be public bodies performing a function of government in Canada.

20.7.2 Where the Inuit Central Government or an Inuit Community Government is exempt from tax under section 20.7.1 for a particular year, no income or capital tax may be imposed on the Inuit Central Government or the Inuit Community Government, as the case may be, by Newfoundland in respect of that year.

20.7.3 For the purposes of paragraphs 149(1)(d) to (d.6) and subsections 149(1.1) to (1.3) of the *Income Tax Act*, the Inuit Central Government is deemed to be a municipality whose boundaries include Labrador Inuit Lands and the Inuit Communities.

20.7.4 For the purposes of paragraphs 149(1)(d) to (d.6) and subsections 149(1.1) to (1.3) of the *Income Tax Act*, the Inuit Community Governments are deemed to be municipalities.

20.7.5 If, under section 20.7.3 or 20.7.4, no income tax is payable by a Person for a particular year, no income tax or capital tax may be imposed on that Person by Newfoundland in respect of that year.

20.7.6 Unless otherwise provided in this Agreement, words used in sections 20.7.8 to 20.7.16 have the same meaning as in part IX of the *Excise Tax Act*.

20.7.7 The definition of "government" in subsection 123(1) of the *Excise Tax Act* does not apply to this Agreement.

20.7.8 In the Agreement, "eligible corporation" means:

(a) a corporation all of the shares (except directors' qualifying shares) of which are owned by the Inuit Central Government, an Inuit Community Government, an Inuit Settlement Trust, or any combination of those persons; or

(b) a corporation all of the shares (except directors' qualifying shares) of which are owned by;

(i) the Inuit Central Government, an Inuit Community Government, or an Inuit Settlement Trust,

(ii) a corporation referred to in subsection 21.7.8(a), or

(iii) any combination of the persons referred to in clauses (i) and (ii);

20.7.9 In sections 20.7.9 to 20.7.13, "claimant" means:

(a) the Inuit Central Government;

(b) an Inuit Community Government; or

(c) a person, other than a financial institution, that is

(i) a trust, board, commission, tribunal or similar body, established by the Inuit Central Government, an Inuit Community Government, or by any combination of the Inuit Central Government or Inuit Community Governments; or

(ii) an eligible corporation incorporated under Laws of General Application.

20.7.10 In section 20.7.12, "permanent establishment" of a claimant means:

(a) a fixed place of business of the claimant and includes:

(i) a place of management, a branch, an office, a factory, a workshop or other site, and

(ii) a mine, an oil or gas well, a quarry, timberland or any other place of extraction of natural resources;

(b) a fixed place of business of another person (other than a broker, general commission agent or other independent agent acting in the ordinary course of business and any person established by the claimant) who is acting on behalf of the claimant;

(c) a place at which the claimant uses substantial machinery or equipment; and

(d) any real property owned, or supplied on a regular or continuous basis, by the claimant.

20.7.11 In section 20.7.12, "specified activity" of a claimant means:

(a) a business or other activity that has the primary purpose of providing property or services to Inuit, the Inuit Central Government, an Inuit Community Government, eligible corporations, individuals resident on Labrador Inuit Lands or in an Inuit Community or any combination of those persons; or

(b) any other business or activity that Canada and the Inuit Central Government agree is included under this section.

20.7.12 A claimant who acquires or imports property or a service in respect of which it pays tax under subsection 165(1) or section 212 or 218 of the *Excise Tax Act* is entitled to a refund of that portion of the tax that is not recoverable as an input tax credit under part IX of that Act and is not otherwise recovered under any Law, if:

(a) the property or service was not acquired or imported, as the case may be, for consumption, use or supply in the course of a business or other activity, other than a specified activity, engaged in by the claimant for profit or gain;

(b) the property or service was acquired or imported, as the case may be, for consumption, use or supply in the course of performing a function of government authorized under the Agreement or any subsequent agreement between Canada and Newfoundland, together or separately, and the Inuit Central Government; and

(c) the property or service

(i) is capital property of the claimant acquired or imported, as the case may be, for consumption, use or supply at any place primarily in the course of engaging, on Labrador Inuit Lands or in an Inuit Community, in a business or other activity of the claimant;

(ii) is a service in respect of capital property referred to in clause (i) or is property supplied in conjunction with a service in respect of capital property referred to in that clause; or

(iii) in the case of property or a service referred to in neither clause (i) nor clause (ii), was acquired or imported, as the case may be, for consumption, use or supply at any place exclusively in the course of engaging, on Labrador Inuit Lands or in an Inuit Community, in a business or other activity of the claimant.

20.7.13 For the purposes of subsection 20.7.12(c) where a claimant is engaging in a business or other activity partly on Labrador Inuit Lands or in an Inuit Community and partly at or through one or more permanent establishments of the claimant that are not located on Labrador Inuit Lands or in an Inuit Community, the claimant is deemed not to be engaging, on Labrador Inuit Lands or in an Inuit Community, in the business or activity

(a) in the case of a business or activity that involves the making of supplies of real property on a regular or continuous basis by way of lease, licence or similar arrangement, if the property is not and is not intended to be situated on Labrador Inuit Lands or in an Inuit

Community, and

(b) in any other case, to the extent to which the claimant is engaging in the business or activity at or through one or more permanent establishments of the claimant that are not located on Labrador Inuit Lands or in an Inuit Community.

20.7.14 Despite paragraph 141.1(1)(b), subsection 200(3), section 1 of part V.1 of schedule V and sections 2 and 25 of part VI of that schedule, of the *Excise Tax Act*, if a claimant makes a supply by way of sale of property that is capital property of the claimant and in respect of which the claimant was entitled to receive a refund under section 20.7.12, the supply is deemed, for the purposes of part IX of that Act, to be made in the course of commercial activities of the claimant.

20.7.15 A refund of tax under section 20.7.12 shall not be paid unless an application for the refund is filed with the Minister of National Revenue within four years after the tax was paid.

20.7.16 The provisions of part IX of the *Excise Tax Act* apply, with such modifications as the circumstances require, in respect of claims under section 20.7.12 and in respect of amounts paid or payable as a refund under that section 20.7.12, as though the refund provided for under section 20.7.12 were a rebate provided for under Division VI of part XI of the *Excise Tax Act*.

20.7.17 Any transfer of Inuit Capital, other than cash, between the Inuit Central Government, any Inuit Community Government, a Designated Inuit Organization, any Inuit Community Corporation and any Inuit Government Corporation shall not be taxable.

Part 20.8 Other Provincial Taxes

20.8.1 The Inuit Government and Inuit Government Corporations may claim a rebate or refund in respect of:

(a) the Newfoundland portion of the Harmonized Sales Tax paid or payable under the *Excise Tax Act*; and

(b) any tax payable to Newfoundland under the *Gasoline Tax Act* that is not otherwise recoverable under any Law;

on the same basis as, and subject to the provisions and limitations applicable to municipal governments or trusts, boards, commissions or similar bodies established by a municipal government, or a corporation wholly owned by any such entity or combination thereof, in the

Province in respect of such a rebate or refund.

Part 20.9 Inuit Settlement Trusts

20.9.1 An Inuit Settlement Trust, beneficial interests in an Inuit Settlement Trust, and any amount contributed to an Inuit Settlement Trust or distributed as income or capital by an Inuit Settlement Trust to a beneficiary shall not be taxable except that:

(a) any amount of income or capital distributed in a particular year to a beneficiary shall be deemed for purposes of subsection 104(13) of the *Income Tax Act* to be income of the trust that was payable to the beneficiary in the particular year;

(b) an Inuit Settlement Trust shall be subject to the provisions of part XI of the *Income Tax Act*, as if that part was stated to be specifically applicable to Inuit Settlement Trusts and was amended as required to take into account the investments referred to in clause 20.1.1(d)(iii);

(c) an Inuit Settlement Trust shall be subject to tax under parts I and I.1 of the *Income Tax Act* and for that purpose its taxable income will be calculated as the total of:

(i) the amount of any income derived during the year from a property, including any taxable capital gain from the disposition of the property, that is not a qualified investment for the Inuit Settlement Trust or that is not acquired in the course of carrying on a permitted activity of the Inuit Settlement Trust; and

(ii) any amount contributed to the Inuit Settlement Trust that is not permitted under the terms of the Inuit Settlement Trust; and

(d) goods and services tax or similar taxes may be imposed on goods or services consumed by the Inuit Settlement Trust or the trustee.

20.9.2 Where the Minister of National Revenue is of the opinion that an Inuit Settlement Trust has failed to comply with the provisions of section 20.9.1 or any of the terms set out in clause 20.1.1(d), the Minister may notify the Inuit Settlement Trust in writing and if the Inuit Settlement Trust does not address the default to the satisfaction of the Minister within 100 days after the registered mailing of the notice, the Minister may revoke the status of the Inuit Settlement Trust as an Inuit Settlement Trust subject to the same right of appeal as applies to a revocation of the registration of a registered charity under the *Income Tax Act*.

20.9.3 If the Minister of National Revenue revokes the status of an Inuit Settlement Trust, the taxation year of the Trust that would otherwise have included the time of revocation shall be deemed to end immediately before the time of the revocation, and the Inuit Settlement Trust shall be deemed to dispose of all its assets immediately before that time for proceeds equal to their fair market value, and to re-acquire those assets at the time at a cost equal to their fair market value, and for the purposes of calculating the taxable income of the Inuit Settlement Trust referred to in subsection 20.9.1(c), an amount equal to the amount by which their fair market value exceeds the cost amount of the assets of the Inuit Settlement Trust shall be deemed to be a capital gain from the disposition of property that is not a qualified investment for the Inuit Settlement Trust.

20.9.4 For purposes of section 20.9.2 the distribution by an Inuit Settlement Trust of any amount to a beneficiary of the Inuit Settlement Trust in respect of the beneficiary's interest in the Inuit Settlement Trust shall not be considered to be cause for the revocation of the status of the Inuit Settlement Trust.

20.9.5 The rule against perpetuities does not apply to an Inuit Settlement Trust.

Part 20.10 General

20.10.1 A Person who makes a gift to the Inuit Central Government or an Inuit Community Government shall have the same tax treatment in respect of the gift as the Person would have if the gift had been made to a charity registered under the *Income Tax Act*.

20.10.2 For greater certainty, subsection 20.10.1 does not require the Inuit Central Government and the Inuit Community Governments to comply with the requirements of the *Income Tax Act* relating to charities registered under that Act.

20.10.3 The Inuit Central Government shall be treated as a public authority designated pursuant to subsection 32(2) of the *Cultural Property Export and Import Act*, and any not for profit organization established by the Inuit Central Government to receive, store and display Cultural Artifacts shall be treated as an institution designated under that subsection of that Act, if the Inuit Central Government or the not for profit organization, as the case may be:

(a) has a facility that meets the Standards in respect of long term storage and display of Cultural Artifacts; or

(b) has the use, through a long term agreement with an institution or a public authority designated pursuant to subsection 32(2) of the *Cultural Property Export and Import Act*, of a facility that meets the Standards.

20.10.4 If within 15 years of the Effective Date, Canada or Newfoundland enacts Legislation pursuant to a land claims agreement applicable within Newfoundland and Labrador that provides tax powers or exemptions to an Indian Band, First Nation or other aboriginal political body in Newfoundland and Labrador that are not available to the Inuit Government, Canada and Newfoundland, at the request of the Inuit Central Government, will negotiate an agreement with the Inuit Central Government to provide appropriate adjustments to the tax powers and exemptions available to the Inuit Government, taking into account the particular circumstances of the other Band, First Nation or other aboriginal political body.

20.10.5 An Inuit Law under this chapter or a Bylaw made by an Inuit Community Government is subject to relevant obligations of Canada under international treaties, conventions and protocols respecting taxation.

Table of Contents Chapter 21

Chapter 21: Dispute Resolution

Part 21.1 Definitions

21.1.1 In this chapter:

"Member" means a member of the Dispute Resolution Board; and

"Disputants" means:

(a) Parties who have agreed to resolve a Dispute under this chapter

(b) Parties who are required by a provision of the Agreement set out in schedule 21-A to resolve a Dispute under this chapter; or

(c) Persons and Parties having a right under a provision of the Agreement set out in schedule 21-B to seek the resolution of a Dispute under this chapter.

Part 21.2 General

21.2.1 Disputants shall make good faith efforts to resolve Disputes promptly through informal discussion or negotiation before seeking recourse to the mechanisms set out in this chapter.

21.2.2 No Arbitration Decision under this chapter may consider the issue of the validity of the Agreement or alter, amend, delete or substitute any provision of the Agreement in any manner.

Part 21.3 The Dispute Resolution Board

21.3.1 A dispute resolution board shall be established as soon as practicable after the Effective Date and shall comprise five individuals appointed by consensus of the Parties.

21.3.2 If a consensus is not reached under section 21.3.1 within one year of the Effective Date:

(a) one Member shall be appointed by the Inuit Central Government;

(b) one Member shall be appointed by Canada;

(c) one Member shall be appointed by Newfoundland; and

(d) two Members shall be appointed by the Chief Justice of the Supreme Court of Newfoundland, Trial Division, from a list of no fewer than five and no more than seven nominees prepared by consensus of the Members referred to in subsections (a),(b) and (c).

21.3.3 The chairperson shall be appointed by the Members from among their number but if a chairperson has not been selected within 90 days of the establishment of the Dispute Resolution Board, the Chief Justice of the Supreme Court of Newfoundland, Trial Division, shall appoint one of the Members to be the chairperson upon application by any one of the Parties.

21.3.4 The term of office of a Member is 6 years during good behaviour and a Member may be re-appointed for a further term.

21.3.5 Upon the expiration of a Member's term of office or if a Member does not complete a full term, a replacement may be appointed by consensus of the Parties or, failing consensus, within 90 days of a vacancy occurring:

(a) if the Member whose position is vacant was appointed by consensus of the Parties under section 21.3.1 or by the Chief Justice of the Supreme Court of Newfoundland, Trial Division, under subsection 21.3.2(d), the replacement shall be appointed by the Chief Justice of the Supreme Court of Newfoundland, Trial Division;

(b) if the Member whose position is vacant was not appointed by consensus of the Parties or by the Chief Justice of the Supreme Court of Newfoundland, Trial Division, the replacement shall be appointed by the Party who made the appointment under subsection 21.3.2(a), 21.3.2 (b), or 21.3.2(c).

21.3.6 The remuneration of Members shall be on an hourly or per diem basis for time worked.

21.3.7 The Parties shall determine the sharing of the costs of the Dispute Resolution Board prior to the Agreement.

Part 21.4 Powers of the Dispute Resolution Board

21.4.1 In addition to the powers of the Dispute Resolution Board set out elsewhere in the Agreement and subject to the provisions of this chapter, the Dispute

Resolution Board has the following powers:

(a) to sit as an Arbitration Panel, or to assign a single Member to sit as an Arbitration Panel if the Disputants agree to arbitration by a single arbitrator, or to assign three Members to sit as an Arbitration Panel if the Disputants agree to arbitration by three arbitrators;

(b) to establish a roster of mediators and to appoint mediators from the roster;

(c) to establish rules and procedures for mediation and arbitration consistent with this chapter;

(d) to establish rules and procedures for the Dispute Resolution Board's internal administration;

(e) to maintain a record of Arbitration Decisions and mediation reports; and

(f) in its discretion, to refer any question of Law relating to a Dispute before the Dispute Resolution Board to the Supreme Court of Newfoundland, Trial Division.

Part 21.5 Mediation

21.5.1 Where mediation is requested by Disputants and if the Dispute Resolution Board is satisfied that the Disputants have complied with the requirements of section 21.2.1 the Dispute Resolution Board shall, within 7 days of receipt of the request, appoint a mediator from the roster referred to in subsection 21.4.1(b) or from the Dispute Resolution Board to mediate the Dispute.

21.5.2 The Disputants to a Dispute that is being mediated shall provide full and timely disclosure of all relevant facts, information and documents to each other and to the mediator so as to facilitate the mediation.

21.5.3 Confidential information disclosed under section 21.5.2 shall be kept confidential by the Disputants, the mediator and third parties to the mediation.

21.5.4 The mediation process shall be concluded within a maximum period of 21 days unless the Disputants and the mediator agree to an extension.

21.5.5 All costs of mediating a Dispute, including the remuneration of the mediator, shall be shared equally among the Disputants.

21.5.6 The mediator shall submit a mediation report to the Dispute Resolution Board and the Disputants upon conclusion of the mediation proceedings.

21.5.7 Mediation proceedings shall be confidential and without prejudice to the rights and claims of the Disputants.

21.5.8 The Disputants shall not call a mediator as a witness in any Legal Proceeding relating to a Dispute that has been mediated, or seek access to any records or notes of the mediator in any Legal Proceeding relating to a Dispute that has been mediated.

21.5.9 If the mediation report referred to in section 21.5.6 is accepted by the Disputants, or other settlement of the Dispute is reached, they shall carry out the terms of settlement as soon as possible.

Part 21.6 Arbitration

21.6.1 Except when a Dispute is required by a provision of the Agreement set out in schedule 21-C to be submitted to arbitration, if a mediator has been appointed to mediate a Dispute, an Arbitration Panel shall not arbitrate that Dispute until the mediation proceedings have been concluded and, if no mediator has been appointed to mediate a Dispute, the Arbitration Panel shall not arbitrate a Dispute unless it is satisfied that the Disputants have complied with section 21.2.1.

21.6.2 An arbitration shall be initiated by a written submission by a Disputant or the Disputants to the Dispute Resolution Board requesting arbitration and setting out the following:

(a) the Disputants;

(b) the nature of the Dispute;

(c) a summary of the facts;

(d) the issue requiring settlement;

(e) the relief being sought; and

(f) in the case of a joint submission, any matter agreed upon by the Disputants.

21.6.3 The Dispute Resolution Board shall accept a request for arbitration in the following cases:

(a) where the Dispute is enumerated on schedule 21-A or schedule 21-B, upon the request of one the Disputants; or

(b) where the Dispute is between Parties and is not enumerated on schedule 21-A, upon a joint submission of the Parties.

21.6.4 Except in the case of a joint submission of the Disputants, the Disputant initiating a submission shall immediately serve the submission referred to in section 21.6.2 on the other Disputant or Disputants.

21.6.5 No Disputant may apply to any court to attempt to enjoin, delay, prohibit or otherwise interfere with or limit an arbitration proceeding under this chapter or the powers of the Dispute Resolution Board.

21.6.6 Nothing shall prevent a Disputant from making an offer of settlement relating to a Dispute during the course of an arbitration.

21.6.7 Subject to section 21.2.2, an Arbitration Panel has the jurisdiction to deal with all matters related to a Dispute including, without limitation, the jurisdiction to:

(a) determine any question of Law or equity;

(b) determine any question of fact, including questions of good faith;

(c) order a Disputant to furnish further details, whether factual or legal;

(d) determine any question as to the Arbitration Panel's jurisdiction under the Agreement;

(e) make one or more interim awards including, without limitation, stop orders and orders in the nature of an injunction;

(f) proceed despite a failure by a Disputant to comply with the Dispute Resolution Board's rules or an order or direction of the Arbitration Panel after giving written notice of intention to do so;

(g) order the production of documents;

(h) receive and take into account such written or oral evidence tendered by the Disputants as the Arbitration Panel determines is relevant, whether or not that evidence is admissible in Law; and

(i) subject to part 21.7 and any agreement of the Disputants with respect to the language of the arbitration proceeding, determine the language or languages to be used in the arbitration proceeding and make any order with respect to the translation of evidence, documents or submissions.

21.6.8 The Dispute Resolution Board may, upon application by a party to two or more Disputes, order that:

(a) Disputes be consolidated on any terms it considers just;

(b) a number of Disputes be heard at the same time or in a specified sequence; or

(c) a Dispute be stayed until after the determination of another Dispute.

21.6.9 The arbitration of a Dispute shall be by the full Dispute Resolution Board unless the Disputants agree to arbitration:

(a) by a single Member acting as arbitrator; or

(b) by three Members acting as arbitrators.

21.6.10 When three Members are appointed to an Arbitration Panel the Dispute Resolution Board shall appoint one of them as chairperson of the panel unless:

(a) one of them is the chairperson of the Dispute Resolution Board, in which case the chairperson of the Dispute Resolution Board shall be the chairperson of the Arbitration Panel; or

(b) none of them is the chairperson of the Dispute Resolution Board and the Disputants have agreed that one of the Members will be chairperson of the Arbitration Panel.

21.6.11 Where the Dispute Resolution Board determines that the resolution of a Dispute may require specialized knowledge which is not possessed by the Dispute Resolution Board or any Member, or if a provision of the Agreement so requires, the Dispute Resolution Board may appoint an individual who is not a Member of the Dispute Resolution Board to the Arbitration Panel for that arbitration.

21.6.12 If a Member has acted as mediator in a Dispute that subsequently comes to the full Dispute Resolution Board for arbitration, the Dispute Resolution Board shall replace that Member on the Arbitration Panel with an individual who is not a Member.

21.6.13 The Dispute Resolution Board may, at the request of a Disputant or at its own initiative, arrange for experts to be present at arbitration proceedings to provide technical advice to an Arbitration Panel.

21.6.14 The Dispute Resolution Board shall give written notice of an arbitration to any Party that is not a Disputant and a Party has the right to participate in an arbitration proceeding, whether or not that Party is a Disputant, in accordance with rules established under subsection 21.4.1(c).

21.6.15 Notwithstanding section 21.6.14, a Party who is not a Disputant and is exercising its right to participate in an arbitration under that section shall not participate in the selection of an Arbitration Panel under section 21.6.8.

21.6.16 If an arbitration involves a Disputant other than a Party, all proceedings and the arbitration award shall be in private and the Disputants shall ensure that the conduct of the arbitration and the terms of the award are, subject to registration of the award in the court, kept confidential unless the Disputants otherwise agree. The obligation to maintain confidentiality under this section shall not prevent any Party from complying with the provisions of the Agreement.

21.6.17 If an arbitration involves only Parties, the Dispute Resolution Board, at the request of all participating Parties, shall:

(a) hold arbitration proceedings in private; and

(b) hold as privileged and confidential any documentation produced in the arbitration proceedings.

Part 21.7 Arbitration Decisions

21.7.1 An Arbitration Decision shall be in writing and contain a recital of the facts upon which the Arbitration Decision is made and the reasons for the decision.

21.7.2 Subject to section 21.2.2, the provisions of the Agreement and any terms of a joint submission to arbitration by the Disputants, an Arbitration Decision may include any remedy in Law.

21.7.3 An Arbitration Decision will be made by either the sole arbitrator or by a majority of the Arbitration Panel, as the case may be. In the absence of a majority decision, the decision of the chairperson shall prevail.

21.7.4 An Arbitration Decision is binding on the Disputants.

21.7.5 Subject to section 21.7.6, an Arbitration Decision is final and conclusive and there is no right of appeal therefrom whatsoever to any court.

21.7.6 An Arbitration Decision may be reviewed by the Supreme Court of Newfoundland, Trial Division, on the grounds that the Arbitration Panel:

(a) acted without jurisdiction, acted beyond its jurisdiction or failed to act where it has a duty to act;

(b) failed to act in a manner consistent with the principles of natural justice;

(c) based an Arbitration Decision on an error in Law or on an erroneous finding of fact; or

(d) acted in any other way contrary to Law or to the provisions of the Agreement.

21.7.7 Unless otherwise determined by an Arbitration Panel, the Disputants shall each bear their own costs and pay equally all other costs of the arbitration.

21.7.8 An Arbitration Panel may invite submissions as to costs and may consider, among other things, an offer of settlement made by a Disputant to the other Disputant or Disputants prior to or during the course of an arbitration.

21.7.9 An Arbitration Decision may, upon application to the Supreme Court of Newfoundland, Trial Division, be registered and enforced in the same manner as a judgement or order of the Supreme Court of Newfoundland, Trial Division.

Part 21.8 Language

21.8.1 Inuktitut and Canada's official languages may be used in mediation or arbitration proceedings under this chapter.

21.8.2 Interpretation and translation services for Inuktitut and Canada's official languages shall be made available by the Dispute Resolution Board at the request of a Disputant and any evidence, whether written or oral, shall be translated into Inuktitut and Canada's official languages at the request of a Disputant.

21.8.3 Arbitration Decisions and mediation reports shall be in Inuktitut unless the Inuit Central Government otherwise agrees and in English and, where required by Law, in French.

Part 21.9 Transitional

21.9.1 Until the Dispute Resolution Board is established, the Newfoundland *Arbitration Act* applies to any arbitration conducted under the Agreement.

21.9.2 Until the Dispute Resolution Board has established its rules and procedures under subsection 21.4.1(c), the Newfoundland *Arbitration Act* shall apply to any arbitration conducted by the Board.

Schedule 21-A: Provisions Referring the Parties to Dispute Resolution

(sections 21.1.1, subsections 21.6.3(a) and (b))

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Chapter 22: Eligibility and Enrolment

Part 22.1 Definitions

22.1.1 In this chapter:

"Appellant" means an individual who appeals a Committee decision under section 22.5.1 or 22.9.1;

"Board" means the board established under section 22.9.3;

"Board Member" means an individual appointed to the Board under section 22.9.4;

"Commission" means the commission established under section 22.5.3;

"Commissioner" means an individual appointed to the Commission under section 22.5.4;

"Committee" means a Community Enrolment Committee or a Community Membership Committee;

"Community" means Rigolet, Makkovik, Postville, Hopedale, Nain or any new or re-established community in the Labrador Inuit Settlement Area inhabited by Beneficiaries;

"Community Membership Committee" means a committee established under section 22.8.1;

"Community Membership List" means the part or section of the Register enumerating the Beneficiaries permanently resident in or connected to a Community that is maintained by the Community Membership Committee for that Community as referred to in subsection 22.8.3(b);

"Criteria" means the criteria for eligibility to be enrolled on the Register set out in sections 22.2.1 and 22.2.2;

"*Federal Court Act*" means the *Federal Court Act* R.S.C. 1985 c. F-7 as amended by c. 8 of the statutes of Canada, 1990;

"Inuit" means the Aboriginal people of Labrador, sometimes known as Eskimos, that has traditionally used and occupied, and currently uses, and occupies, the lands, waters and sea-ice of the Labrador Inuit Land Claims Area;

"Inuk" is the singular of Inuit;

"Kablunângajuit" is the plural of Kablunângajuk;

"Kablunângajuk" means an individual who is Kablunângajuk pursuant to Inuit customs and traditions and

(i) has Inuit ancestry; or

(ii) is an individual who became permanently resident in the Labrador Inuit Land Claims Area prior to 1940; or

(iii) is a descendant of an individual referred to in clause (ii) and was born on or before 30 November 1990; and

"Preliminary List" means the list referred to in subsection 22.3.6(b).

22.1.2 For the purposes of this chapter:

(a) an individual is permanently resident in a place if that individual

(i) has resided in that place for a period of not less than 6 months as his or her principal place of residence; and

(ii) continues to reside in that place

(b) an individual can only be permanently resident in one place at any particular time; and

(c) temporary absence from a place of permanent residence does not mean a loss or change of permanent residence.

22.1.3 For the purposes of this chapter an individual is connected to a Community if he or she:

(a) was born in the Labrador Inuit Land Claims Area or is the child of an individual who was born in the Labrador Inuit Land Claims Area;

(b) has close kinship ties to the Community, and

(c) is recognized as having ties to and associations with that Community by Inuit or Kablunângajuit of that Community other than that individual's kin.

22.1.4 For the purposes of subsection 22.1.3(a), an individual is deemed to have been born in the Labrador Inuit Settlement Area if the mother of that individual was permanently resident in the Labrador Inuit Land Claims Area at the time of that individual's birth.

Part 22.2 Eligibility Criteria

22.2.1 An individual who is living on or after the Effective Date and who

(a) is a Canadian citizen or a permanent resident of Canada; and

(b) is an Inuk pursuant to Inuit customs and traditions and is of Inuit ancestry, or is a Kablunângajuk; and

(c) is permanently resident in the Labrador Inuit Settlement Area or is permanently resident outside the Labrador Inuit Settlement Area and is connected to a Community,

is eligible to be enrolled on the Register, subject to sections 22.2.5 and 22.2.6.

22.2.2 Notwithstanding any Inuit customs or traditions, an individual of not less than one-quarter Inuit ancestry is eligible to be enrolled on the Register if he or she meets the Criteria set out in subsections 22.2.1(a) and 22.2.1(c).

22.2.3 Notwithstanding anything in subsection 22.2.1(b), an individual who was adopted as a minor by an individual who is eligible to be enrolled on the Register is eligible to be enrolled on the Register if he or she meets the Criteria set out in subsections 22.2.1(a) and 22.2.1(c).

22.2.4 A lineal descendant of an individual who was adopted as a minor by an individual referred to in section 22.2.3 is eligible to be enrolled on the Register if he or she is:

(a) a Canadian citizen or a permanent resident of Canada;

(b) an Inuk pursuant to Inuit customs and traditions or a Kablunângajuk; and

(c) permanently resident in the Labrador Inuit Settlement Area or is permanently resident outside the Labrador Inuit Settlement Area and is connected to a Community, notwithstanding that he or she is not of Inuit ancestry.

22.2.5 The parent or guardian of a minor or other individual under a legal disability;

(a) may apply for enrolment on behalf of that individual

(b) make any election required of that individual under section 22.2.7; and

(c) initiate any appeal which that individual may make under section 22.5.1 or 22.9.1.

22.2.6 No individual shall be enrolled as a Beneficiary under the Agreement and another Canadian aboriginal land claims agreement at the same time.

22.2.7 Any individual who is eligible to be enrolled under the Agreement and another Canadian aboriginal land claims agreement may elect to be enrolled under the Agreement if that individual gives up for the time during which he or she is enrolled on the Register, his or her entitlement to exercise rights or enjoy benefits or privileges under the other agreement.

Part 22.3 Community Enrolment Committees

22.3.1 On the Effective Date a Community Enrolment Committee shall be established for each Community.

22.3.2 Each Community Enrolment Committee shall consist of not less than three and not more than five members chosen by Inuit and Kablunângajuit of that Community in discussion with the Inuit Central Government.

22.3.3 All members of each Community Enrolment Committee shall be Inuit or Kablunângajuit.

22.3.4 At least one member of each Community Enrolment Committee shall be an Inuk or Kablunângajuk connected to that Community and permanently resident outside the Labrador Inuit Settlement Area.

22.3.5 Newfoundland and Canada may each appoint one individual to observe all proceedings of each Community Enrolment Committee and the observers:

(a) shall receive notice of all Community Enrolment Committee meetings;

(b) shall have access to all records pertaining to Community Enrolment Committee proceedings or decisions; and

(c) may attend all meetings and observe all proceedings of the Community Enrolment Committee, but shall not be a member of the Community Enrolment Committee for any purpose and shall not participate in the proceedings or decisions of the Community Enrolment Committee.

22.3.6 A Community Enrolment Committee shall:

(a) decide whether an individual is entitled to be enrolled on the Register under part 22.2; and

(b) prepare a preliminary list of individuals permanently resident in or connected to that Community who are entitled to be enrolled on the Register.

22.3.7 Prior to the expiry of 180 days from the Effective Date each Community Enrolment Committee shall:

(a) complete its determination as to which individuals are entitled to be Beneficiaries under part 22.2;

(b) deliver the Preliminary List of individuals referred to in subsection 22.3.7(a) to the Inuit Central Government; and

(c) post the Preliminary List in public places in the Community.

22.3.8 After a Community Membership Committee has been established for the Community and the function referred to in section 22.3.9 has been fulfilled, each Community Enrolment Committee shall be dissolved.

22.3.9 Each Community Enrolment Committee shall deliver to the Community Membership Committee for the Community all records, files, papers, documents and other information in its possession or control.

Part 22.4 Community Enrolment Procedures

22.4.1 All proceedings and written records of each Committee, the Commission and the Board shall be in Inuktitut and English.

22.4.2 If a Committee makes a preliminary finding that an individual:

(a) is not entitled to be enrolled on the Register under part 22.2;

(b) is to be suspended under part 22.11, or

(c) is to have his or her name removed from the Register under part

22.12;

then, before the Committee makes a final decision, it shall, by written request, ask the individual to make oral or written representation to the Committee as to why he or she is entitled to be enrolled, or why he or she should not be suspended or should not have his or her name removed from the Register.

22.4.3 An individual who receives a request referred to in section 22.4.2 has 30 days from receipt of the request to make written representations to the Committee or to request a date to appear before the Committee to make oral representations.

22.4.4 A Committee shall:

(a) make a final decision on a matter referred to in section 22.4.2;

(b) give written reasons for its decision;

(c) provide a copy of reasons to the individual affected by the decision; and

(d) give written notice to that individual of the right to appeal the Committee's decision to the Commission or Board, as the case may be.

22.4.5 Every order, decision or ruling of a Committee is final and conclusive and shall not be appealed or reviewed except in accordance with part 22.5 or 22.9.

22.4.6 If a Committee fails or refuses to make a decision referred to in subsection 22.4.4(a) for a period of 60 days after it has made a preliminary finding referred to in section 22.4.2 or received representations under section 22.4.3, whichever is the later, the individual may apply to the Commission or the Board, as the case may be, to make that decision.

22.4.7 Subject to sections 22.4.5 and 22.4.6, a Committee has full and exclusive jurisdiction to hear and determine all matters properly before it.

Part 22.5 Enrolment Appeal Commission

22.5.1 An individual whose eligibility to be enrolled as a Beneficiary is directly affected by a decision of a Community Enrolment Committee may appeal a decision referred to in subsection 22.4.4(a) to the Commission in accordance with the provisions of this part.

22.5.2 An appeal referred to in section 22.5.1 shall be made within 30 days of the individual receiving the written reasons for a decision under subsection 22.4.4(c), and shall be made by filing a written notice of appeal with the Commission.

22.5.3 On the Effective Date an Enrolment Appeal Commission shall be established to hear and determine:

(a) appeals referred to in section 22.5.1;

(b) matters remitted back to it by the Federal Court of Canada; and

(c) original applications made under section 22.4.6.

22.5.4 The Commission shall consist of eight commissioners appointed as follows:

(a) one Inuk or Kablunângajuk commissioner appointed by the Inuit Central Government from each Community;

(b) one Inuk or Kablunângajuk commissioner appointed by the Inuit Central Government from outside the Labrador Inuit Settlement Area;

(c) one commissioner appointed by Newfoundland; and

(d) one commissioner appointed by Canada.

22.5.5 An individual who is a member of the Inuit Central Government or who is a member of a Committee shall not be appointed as a Commissioner.

22.5.6 A Commissioner shall hold office until the Commission is dissolved, or until the Commissioner resigns, dies or is removed from office by the Party who appointed the Commissioner. A vacancy in office shall be filled promptly by the Party who appointed the Commissioner.

22.5.7 The Commission shall appoint a chairperson, from among the Commissioners.

22.5.8 An appeal referred to in section 22.5.1 shall be by way of re-hearing and the Appellant may introduce further evidence.

22.5.9 Subject to section 22.5.10 Commissioners appointed by Newfoundland and Canada are entitled to participate fully in all hearings and decisions of the Commission.

22.5.10 Commissioners appointed by Newfoundland and Canada shall not participate in hearings or decisions as to the existence, content or application of Inuit customs and traditions, but may observe all hearings and the making of all decisions.

22.5.11 The Commissioners appointed by the Inuit Central Government shall have full and exclusive jurisdiction to hear and decide all matters respecting the existence, content or application of Inuit customs and traditions for all appeals, matters and applications referred to in section 22.5.3 and the Commission as a whole shall have full and exclusive jurisdiction to hear and decide all other matters which may be raised in an appeal, matter or application referred to in section 22.5.3.

22.5.12 If the Commission dismisses an appeal referred to in section 22.5.1, it shall give written reasons for its decision.

22.5.13 The Commission shall make best efforts to hear and determine appeals referred to in section 22.5.1 within 12 months of the Effective Date.

22.5.14 The Commission shall be dissolved 60 days after hearing and determining all appeals, matters and applications referred to in section 22.5.3.

22.5.15 Prior to its dissolution, the Commission shall deliver to the Board all its records.

22.5.16 The Commission may establish rules for conducting its proceedings consistent with this part and may extend the time referred to in section 22.5.2.

Part 22.6 Labrador Inuit Enrolment Register

22.6.1 The Inuit Central Government shall prepare and maintain a register containing the names of each individual who is entitled to be a Beneficiary of the Agreement pursuant to a determination made in accordance with this chapter.

Part 22.7 Publication of Register

22.7.1 The Register shall first be published by the Inuit Central Government within 12 months of the Effective Date by posting the Register in a public place in each Community. The Inuit Central Government shall supply a copy of the Register to each of Canada and Newfoundland.

22.7.2 Subsequent to the publication of the Register under section 22.7.1, the Inuit Central Government shall:

(a) update the Register at least once per annum; and

(b) provide a copy of the updated Register to Canada and

Newfoundland and each Community Membership Committee.

22.7.3 The Inuit Central Government shall make the Register or extracts from the Register available to the public upon request.

Part 22.8 Community Membership Committees

22.8.1 On the date of publication of the Register under section 22.7.1, the Inuit Central Government shall establish a Community Membership Committee for each Community in accordance with the provisions of this part.

22.8.2 Members of each Community Membership Committee shall be Beneficiaries permanently resident in that Community.

22.8.3 A Community Membership Committee shall, on an ongoing basis:

(a) decide whether an individual is entitled to be enrolled on the Register under part 22.2;

(b) maintain the list of Beneficiaries permanently resident in or connected to that Community;

(c) inform the Inuit Central Government from time to time of the names which the Community Membership Committee determines are to be entered on the Register, deleted from the Register, or transferred to or from some other Community Membership List or some other Canadian aboriginal land claims agreement; and,

(d) without limiting the generality of the foregoing, perform the functions assigned to it in parts 22.11 and 22.12.

Part 22.9 Labrador Inuit Membership Appeal Board

22.9.1 An individual whose eligibility to be enrolled as a Beneficiary is directly affected by a decision of a Community Membership Committee may appeal the decision to the Board in accordance with the provisions of this part.

22.9.2 An appeal referred to in section 22.9.1 shall be made within 30 days of an individual receiving the written reasons for a final decision made under section 22.4.4, and shall be made by filing a written notice of appeal with the Board.

22.9.3 On the date of publication of the Register under section 22.7.1, the Labrador

Inuit membership appeal board shall be established by the Inuit Central Government to hear and determine:

(a) appeals referred to in section 22.9.1;

(b) matters remitted back to it by the Federal Court of Canada; and

(c) original applications under section 22.4.6.

22.9.4 The Board shall consist of one Beneficiary permanently resident in each Community appointed by the Inuit Central Government.

22.9.5 An individual who is a member of the Inuit Central Government or who is a member of a Committee shall not be appointed as a Board Member.

22.9.6 A Board Member shall hold office for 2 years, or until a successor is appointed unless prior to that time, the Board Member resigns, dies or is removed from office by the Inuit Central Government.

22.9.7 The Board shall appoint a Chairperson from among the Board Members.

22.9.8 An appeal referred to in section 22.9.1 shall be by way of re-hearing and the Appellant may introduce further evidence.

22.9.9 The Board shall have full and exclusive jurisdiction to hear and decide all appeals, matters and applications referred to in section 22.9.3.

22.9.10 If the Board dismisses an appeal referred to in section 22.9.1, it shall give written reasons for its decision.

22.9.11 The Board may establish rules for conducting its proceedings consistent with this part, and may extend the time referred to in section 22.9.2.

Part 22.10 Judicial Review of Commission and Board Decisions

22.10.1 No appeal shall lie from any order, decision or ruling of the Commission or Board and, except as provided for in this part, every order, decision or ruling of the Commission or Board is final and conclusive and shall not be questioned or reviewed in any court of law.

22.10.2 Notwithstanding anything in sections 22.5.11 and 22.9.9, an application for judicial review of an order, decision or ruling of the Commission or Board may be made to the Federal Court of Canada, Trial Division, by the individual directly affected by the order, decision or ruling within 30 days after the time the order, decision or ruling was first communicated to that individual, or within any additional time that a judge of the Court may, either before or after the expiration of those 30 days, fix or allow.

22.10.3 On an application for judicial review under section 22.10.3 the Federal Court of Canada, Trial Division, may:

> (a) order the Commission or the Board to do any act or thing it has unlawfully failed or refused to do or has unreasonably delayed in doing; or
>
> (b) declare invalid or unlawful, quash, set aside or set aside and refer back for determination in accordance with any directions it considers to be appropriate, or prohibit or restrain a decision, order, act, or proceeding of the Commission or the Board.

22.10.4 The Federal Court of Canada, Trial Division, may grant relief under section 22.10.3 if it is satisfied that the Commission or the Board:

> (a) acted without jurisdiction, acted beyond its jurisdiction or refused to exercise its jurisdiction;
>
> (b) failed to observe a principle of natural justice, procedural fairness or other procedure that it was required by Law to observe;
>
> (c) erred in Law in making a decision or an order, whether or not the error appears on the face of the record;
>
> (d) based its decision or order on an erroneous finding of fact that it made in a perverse or capricious manner or without regard for the material before it;
>
> (e) acted, or failed to act, by reason of fraud or perjured evidence; or
>
> (f) acted in any other way that was contrary to Law.

22.10.5 Subject to sections 22.10.2, 22.10.3 and 22.10.4 the *Federal Court Act* shall apply to an application for judicial review under this part as if the Commission or Board were a federal board, commission or other tribunal under the *Federal Court Act*, except that subsections 18.1(1), 18.1(2) and 18.3(2) of the *Federal Court Act* shall not apply.

Part 22.11 Suspension of Benefits

22.11.1 In the event a Beneficiary is permanently resident outside Labrador, he or she shall not be entitled to exercise his or her rights or enjoy his or her benefits or privileges under the Agreement.

22.11.2 Each Community Membership Committee shall periodically review its Community Membership List and shall:

(a) subject to part 22.4, decide which Beneficiaries are not entitled to exercise rights or enjoy privileges or benefits under the Agreement pursuant to section 22.11.1;

(b) maintain a record of all Beneficiaries referred to in subsection 22.11.2 (a); and

(c) inform the Inuit Central Government of the names of all Beneficiaries referred to in subsection 22.11.2(a).

22.11.3 If a Beneficiary referred to in section 22.11.1:

(a) was not permanently resident in Labrador at the time of his or her enrolment as a Beneficiary and subsequently becomes permanently resident in the Labrador Inuit Settlement Area, or

(b) was permanently resident in Labrador at the time of his or her enrolment as a Beneficiary and subsequently becomes permanently resident outside Labrador and thereafter becomes permanently resident in the Labrador Inuit Settlement Area,

he or she shall, upon becoming permanently resident in the Labrador Inuit Settlement Area, be entitled to exercise his or her rights or to enjoy his or her benefits or privileges under the Agreement.

22.11.4 Subject to part 22.12, the name of a Beneficiary referred to in section 22.11.1 shall not be removed from the Register.

Part 22.12 Removal of Names From Register

22.12.1 A Beneficiary may choose, from time to time, not to be enrolled under the Agreement and the name of that individual shall not be entered on the Register or shall be removed from the Register.

22.12.2 Subject to part 22.4, if a Committee determines that an individual whose name is enrolled on the Register is not eligible to be enrolled pursuant to part 22.2, the name of that individual shall be removed from the Register.

Part 22.13 Proof of Enrolment

22.13.1 The Inuit Central Government shall provide each Beneficiary with a card identifying that individual as a Beneficiary.

22.13.2 The card referred to in section 22.13.1 is non-transferable and constitutes rebuttable proof that the individual named on it is a Beneficiary.

22.13.3 In any Legal Proceeding a copy or extract from the Register shall be admitted as evidence of that entry if it is proved by the affidavit of an officer of the Inuit Central Government that the copy or extract is a true copy of the Register or a true extract from the Register and it is not necessary to prove the signature or official status of the individual making the affidavit if the official status of that individual is set out in the body of the affidavit.

Part 22.14 Functions of Inuit Central Government Related to Enrolment

22.14.1 The Inuit Central Government shall be generally responsible for co-ordinating the enrolment procedures set out in this chapter and may, for that purpose, make laws, develop policies and procedures not inconsistent with this chapter, and delegate the responsibility for the implementation of those Laws, policies or procedures to the Committees and, without limitation, shall:

(a) give public notice in English and Inuktitut of the Criteria and of the enrolment procedures and time limitations established under this chapter;

(b) prepare and provide in English and Inuktitut information that may be necessary to enable Committees to conduct the initial and ongoing enrolment;

(c) refer to the appropriate Committee any applications for enrolment which are submitted directly to the Inuit Central Government or which are made to an inappropriate Committee; and

(d) carry out other duties and functions that may be appropriate.

Part 22.15 Evidence and Immunity

22.15.1 Committees, the Commission and the Board are not bound by strict rules of evidence in making a decision.

22.15.2 In any proceeding before a Committee, the Commission or the Board, evidence as to the existence or content of Inuit customs and traditions for the purposes of this chapter is admissible in the proceeding notwithstanding that it may be hearsay or opinion if the individual giving evidence has special knowledge or experience of Inuit customs and traditions.

22.15.3 Where, in any proceeding before a Committee, the Commission or the Board, evidence is to be given about Inuit customs and traditions for the purposes of this chapter, the Committee, Commission or Board shall, if requested, make arrangements to enable two or more individuals to give the evidence together.

22.15.4 No action or proceeding may be brought against a Party, Committee, the Commission or the Board or a member or observer of a Committee, the Commission or the Board in respect of anything done or omitted to be done by any one or more of them in the exercise or performance of any duties or functions under this chapter.

Table of Contents Chapter 23

Chapter 23: Ratification of the Agreement

Part 23.1 Definitions

23.1.1 In this chapter:

"Official Voters List" means the list of individuals established under section 23.5.10;

"Voter" means an individual whose name is enumerated on the Official Voters List; and

"Voting Centres" means the Inuit Communities, Mud Lake, Northwest River, Happy Valley-Goose Bay, St. John's and other locations which the Ratification Committee deems appropriate.

Part 23.2 General

23.2.1 Once the Agreement has been initialled by the chief negotiators for the Parties, it shall be submitted for ratification by the Parties as set out in this chapter.

23.2.2 The Inuit shall have ratified the Agreement when:

(a) a majority of the Voters have, by way of the Inuit ratification vote, approved the Agreement; and

(b) the duly authorized representatives of the Voters have signed the Agreement.

Part 23.3 Eligibility for Enumeration on the Official Voters List

23.3.1 The voters list shall be prepared by the Ratification Committee in accordance with the provisions of part 23.5.

23.3.2 An individual shall be eligible to be placed on the voters list if he or she is:

(a) alive and of the full age of 16 years or older on the date on which the ratification vote is held; and

(b) eligible to be enrolled as a Beneficiary in accordance with part 22.2

as of the date of publication of the preliminary voters list.

Part 23.4 Ratification Committee

23.4.1 Upon initialling of the Agreement by the chief negotiators for the Parties, a Ratification Committee shall be established with responsibility to prepare the preliminary voters list and to conduct the Inuit ratification vote in accordance with the provisions of this chapter.

23.4.2 The Ratification Committee shall consist of four individuals appointed by Labrador Inuit Association, two individuals appointed by the Minister of Indian Affairs and Northern Development and two individuals appointed by the Minister responsible for Labrador and Aboriginal Affairs.

23.4.3 The individuals appointed to the Ratification Committee shall select a chairperson from among their membership.

24.4.4 Decisions of the Ratification Committee shall be made by majority vote and a member in the minority may file a minority decision.

23.4.5 If there is a tie vote the chairperson shall have a second, deciding vote.

Part 23.5 Enumeration

23.5.1 The Ratification Committee shall prepare a preliminary voters list which shall be published in the Voting Centres.

23.5.2 Within 60 days from the publication of the preliminary voters list:

(a) an individual not on the preliminary voters list may apply to be placed on the preliminary voters list; and

(b) an individual whose name is on the preliminary voters list may apply to have another individual's name removed from the preliminary voters list.

23.5.3 In the event of an application under subsection 23.5.2(a), the applicant has the burden of establishing that he or she should be placed on the preliminary voters list.

23.5.4 In the event of an application under subsection 23.5.2(b) the applicant shall show cause why another individual's name should be removed from the preliminary voters list.

23.5.5 An individual whose name is challenged under subsection 23.5.2(b) shall receive notice of the application referred to in section 23.5.4 from the Ratification Committee and the reason or reasons for the application and shall be given an opportunity to respond.

23.5.6 Applications made under section 23.5.2 and responses made under section 23.5.5 shall be in writing and shall be heard by the Ratification Committee.

23.5.7 The decision of the Ratification Committee with respect to an application made under section 23.5.2 is final and the committee shall notify the applicant, and any individual whose eligibility has been challenged, of the committee's decision.

23.5.8 After the Ratification Committee has made a decision on all applications made under section 23.5.2, it shall amend the preliminary voters list accordingly and recommend it to the Parties.

23.5.9 The Ratification Committee shall forward to the Parties:

(a) the amended preliminary voters list referred to in section 23.5.8

(b) its recommendation under section 23.5.8; and

(c) any minority decision made under section 23.4.4.

23.5.10 After considering the list, recommendation and any minority decision referred to in section 23.5.9, the Minister of Indian Affairs and Northern Development, the Minister responsible for Labrador and Aboriginal Affairs and Labrador Inuit Association shall establish the official voters list.

23.5.11 The Official Voters List is final and binding on the Parties.

23.5.12 The Official Voters List shall be forwarded to the Ratification Committee which shall, within 21 days of receiving the Official Voters List, publish the Official Voters List in the Voting Centres.

23.5.13 The Ratification Committee shall recommend the form and the content of the ballot for the Inuit Ratification Vote to the Parties.

23.5.14 The form and content of the ballot is subject to the approval of the Parties.

Part 23.6 Information

23.6.1 The Ratification Committee shall take all reasonable steps necessary to ensure that Voters have a reasonable opportunity to learn about the ratification process and the substance of the Agreement.

23.6.2 The Agreement shall be made available in English, French and Inuktitut.

23.6.3 The Ratification Committee shall organize and convene at least one meeting in each of the Voting Centres and may organize and convene additional meetings in the Inuit Communities and other meetings as it deems necessary or appropriate for purposes of providing Voters with an opportunity to discuss and understand the Agreement.

23.6.4 The Ratification Committee shall ensure that public notice is given of the meetings referred to in section 23.6.3.

23.6.5 Each Party shall ensure that one or more of its representatives attends every meeting convened under section 23.6.3.

Part 23.7 Inuit Ratification Vote

23.7.1 The Inuit ratification vote shall be held no earlier than 60 days and no later than one year after the publication of the Official Voters List.

23.7.2 Except where the Ratification Committee decides otherwise, the Inuit ratification vote shall occur on the same day for Voters, except for advance polls which shall be held when and where directed by the Ratification Committee.

23.7.3 Polling stations shall be located in each of the Voting Centres.

23.7.4 The date of the Inuit ratification vote and the polling locations shall be publicized in each of the Voting Centres at least 21 days prior to the date of the vote.

23.7.5 Voters shall be entitled to participate in the Inuit ratification vote by casting a ballot in accordance with this part.

23.7.6 A Voter who is not able to vote on the date of advance polls, if any, or on the date of the vote may, on request, receive a ballot by mail and submit his or her ballot by mail if the ballot is signed in the presence of a commissioner or other official authorized to take oaths or is otherwise made in accordance with a decision or directive of the Ratification Committee.

23.7.7 The vote shall be by secret ballot.

23.7.8 The Ratification Committee shall:

(a) receive all ballot papers; and

(b) be responsible for the official count of all valid official ballot papers.

23.7.9 The Ratification Committee shall be responsible for all aspects of the conduct of the vote not provided for in this chapter, shall retain all ballots and document all events and decisions related to the Inuit ratification vote and shall make that documentation available to the Parties upon request and within 6 months after completion of the Inuit ratification vote shall transfer all the documentation to the National Archives of Canada.

23.7.10 The documentation referred to in section 23.7.9 shall not be disposed of, in whole or in part, without prior written notice to the Parties who shall be entitled to have access to and to make copies of the documentation.

23.7.11 The results of the vote shall be published by the Ratification Committee in each of the Voting Centres and shall be communicated by the Ratification Committee to the Parties.

Part 23.8 Government Ratification Process

23.8.1 The Agreement shall be ratified by the Inuit before being considered for ratification by Canada and Newfoundland.

23.8.2 After a majority of the voters have approved the Agreement as provided in subsection 23.2.2(a), the Agreement shall be presented to Canada for approval by the Governor in Council and to Newfoundland for approval by the Lieutenant Governor in Council.

23.8.3 After ratification of the Agreement by the Inuit and prior to its ratification by Canada and Newfoundland, the chief negotiators for the Parties may agree to minor amendments to the Agreement.

23.8.4 Canada shall have ratified the Agreement when federal ratification Legislation is in effect.

23.8.5 Newfoundland shall have ratified the Agreement when:

(a) the Lieutenant Governor in Council has approved the Agreement;

(b) authorized representatives have signed the Agreement; and

(c) provincial ratification Legislation is in effect.

23.8.6 The ratification Legislation referred to in section 23.8.4 and subsection 23.8.5 (c) shall be prepared in Consultation with Labrador Inuit Association.

23.8.7 The principal elements of the proposed ratification Legislation referred to in section 23.8.4 and subsection 23.8.5(c) shall be set out in the Agreement and shall:

(a) include a statement that the Agreement is ratified;

(b) state that the Agreement is given effect and made binding on third parties;

(c) provide that the Agreement prevails over conflicts and inconsistencies in the ratification Legislation;

(d) authorize the payments required to be made by the Crown under chapter 19 and parts 24.5 and 24.6 and, subject to appropriations, under the Agreement;

(e) make the ratification Legislation binding on the Crown; and

(f) stipulate the date on which the ratification Legislation comes into effect.

23.8.8 Nothing in subsection 23.8.7(e) shall have the effect of Canada being bound by Inuit Laws or Bylaws of Inuit Community Governments.

Part 23.9 Timetable

23.9.1 Time limits for the completion of the ratification process set out in this chapter including, without limitation, the time limits set out for the steps in part 23.5 and part 23.8 will be set out in the Agreement.

23.9.2 Any time limits established in this chapter may be varied by agreement of the Parties before the Agreement is initialled.

Part 23.10 Implementation

23.10.1 Costs of the Ratification Committee and of the Inuit ratification vote, including costs incurred by the Ratification Committee in preparation of the preliminary voters list, shall be paid by Canada and Newfoundland.

23.10.2 Legislation enacted to give effect to the Agreement shall validate the provisions of this chapter retroactive to the date on which the Agreement is initialled by the chief negotiators for the Parties.

Table of Contents Chapter 24

Chapter 24: Implementation

Part 24.1 Definitions

24.1.1 In this chapter:

"Implementation Committee" means the committee referred to in section 24.4.1.

Part 24.2 General

24.2.1 The Parties shall establish an implementation plan for implementation of the Agreement.

24.2.2 The Implementation Plan shall be initialled by the chief negotiators for the Parties prior to the commencement of the ratification process referred to in chapter 23 and the Implementation Plan shall be available to the Parties during the ratification process.

Part 24.3 Implementation Plan

24.3.1 The Implementation Plan shall be for an initial term of ten years, commencing on the Effective Date.

24.3.2 The Implementation Plan:

(a) shall be appended to, but not form part of the Agreement;

(b) shall not be a treaty or a land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act ,1982;* and

(c) shall not create legal obligations except as set out in the Implementation Plan.

24.3.3 To the extent the Implementation Plan creates legal obligations, it shall stipulate that the performance of those obligations provides a discharge of the related Agreement obligations, to the extent set out in the Implementation Plan.

24.3.4 The Implementation Plan shall identify:

(a) the obligations required to implement the Agreement and describe the activities required to implement those obligations;

(b) how and by whom the activities referred to in subsection (a) will be carried out and any associated time frames;

(c) how the obligations referred to in subsection (a) will be fulfilled;

(d) a process for the periodic review and renewal of the Implementation Plan beyond the initial term of the Implementation Plan;

(e) the level of funding to be provided to implement the Agreement, in addition to the amount referred to in section 24.5.1;

(f) the cost-sharing arrangements among the Parties for funding referred to in subsection (e);

(g) a communication strategy to inform the Inuit and other interested Persons of the implementation and content of the Agreement; and

(h) other matters agreed to by the Parties.

24.3.5 The Implementation Plan does not alter any rights or obligations set out in the Agreement and shall not be used to interpret the Agreement.

Part 24.4 Implementation Committee

24.4.1 The Parties shall, as soon as practicable, but no later than three months after Effective Date, establish an implementation committee.

24.4.2 The Implementation Committee shall consist of one individual appointed by Canada, one individual appointed by Newfoundland and one individual appointed by the Inuit Central Government.

24.4.3 The chair of the Implementation Committee shall rotate among the members in the order and with the frequency decided by the Implementation Committee.

24.4.4 The Implementation Committee shall have the following responsibilities:

(a) to oversee and provide direction on implementation of the Agreement and the Implementation Plan;

(b) to monitor implementation of the Agreement and the Implementation Plan;

(c) consistent with Government budgetary planning processes, to re-allocate funds in accordance with the Implementation Plan;

(d) to facilitate and promote negotiated resolutions of Disputes related to implementation of the Agreement without in any way derogating from, postponing or abrogating the provisions of chapter 21; and

(e) to conduct periodic reviews and make recommendations to the Parties on the renewal of the Implementation Plan beyond the initial period;

(f) to provide an annual report on implementation of the Agreement to the Parties; and

(g) to establish its own internal procedures.

24.4.5 Each Party shall be responsible for its costs of participation on the Implementation Committee.

24.4.6 All decisions of the Implementation Committee shall be by unanimous agreement of the members of the Committee.

24.4.7 Notwithstanding section 24.4.5, the costs of the annual report of the Implementation Committee shall be the responsibility of Canada.

Part 24.5 Inuit Central Government Implementation Fund

24.5.1 Canada shall make a transfer of $110.0 million to the Inuit Central Government in accordance with the provisions of this chapter.

24.5.2 Subject to sections 24.5.1 and 24.5.3, Canada has no obligation to provide funding in respect of the implementation of the Agreement.

24.5.3 Nothing in section 24.5.2 releases Canada from:

(a) federal obligations arising:

(i) from the capital transfer referred to in chapter 19;

(ii) in relation to the establishment and operation of the Torngat Wildlife and Plants Management Board;

(iii) in relation to the establishment and operation of the Torngat Joint Fisheries Management Board;

(iv) in relation to the establishment and operation of the Dispute Resolution Board;

(v) in relation to the establishment and operation of the Community Enrolment Committees and the Commission referred to in section 22.5.3; and

(vi) in relation to the establishment and operation of the Ratification Committee;

(vii) in relation to sections 3.12.5, and 6.4.6 and, with respect to federal Protected Areas, section 9.5.14;

(b) funding Inuit self-government under Fiscal Financing Agreements; and

(c) any obligations to incur operating expenditures in respect of its internal costs of meeting obligations under the Agreement.

24.5.4 Prior to the Agreement the Parties will:

(a) negotiate whether any other obligation under the Agreement will be added to the list in subsection 24.5.3(a); and

(b) insert the phrase "notwithstanding any other provision of the Agreement" after "subject to sections 24.5.1 and 24.5.3" in section 24.5.2.

24.5.5 The amount referred to in section 24.5.1:

(a) shall be adjusted by multiplying the amount by the value of the Canada Final Domestic Demand Implicit Price Index for the second latest quarter prior to the signature of the Agreement for which the Canada Final Domestic Demand Implicit Price Index has been published by Statistics Canada, and by dividing the resulting product by the value of the Canada Final Domestic Demand Implicit Price Index for the second quarter of 1997; and

(b) shall be paid as adjusted under subsection 24.5.5(a) to the Inuit Central Government in accordance with a schedule of payments which will:

(i) provide for a first payment on the Effective Date and subsequent payments on each anniversary of the Effective Date; and

(ii) be provisionally set out in the Agreement and further adjusted in accordance with section 24.5.7.

24.5.6 The provisional schedule of payments referred to in clause 24.5.5(b)(ii) shall be such that the computation of the present value of the amount referred to in section 24.5.1 as at the time of the first payment shall yield a result equal to the amount determined by applying the adjustment in accordance with subsection 24.5.5(a) using, as the discount rate, the most recent Consolidated Revenue Fund Lending rate available prior to the date of signature of the Agreement, less one eighth of one percent.

24.5.7 The amount of each payment listed on the provisional schedule of payments in the Agreement shall be further adjusted by multiplying the amount of the payment by the value of the Final Domestic Demand Implicit Price Index for the second latest quarter prior to the Effective Date for which the Final Domestic Demand Implicit Price Index has been published by Statistics Canada, and by dividing the resulting product by the value of the Final Domestic Demand Implicit Price Index for the second latest quarter prior to the signature of the Agreement.

24.5.8 The amounts determined by applying the adjustment in accordance with section 24.5.7 shall be included in a final schedule of payments to be made by Canada to the Inuit Central Government which shall be incorporated into the Agreement immediately prior to the Effective Date.

24.5.9 The payment of the amount set out in the final schedule of payments referred to in section 24.5.8 shall be exempt from taxation. Unless otherwise specified in chapter 20, any future income derived from the amount set out in the final schedule of payments shall be subject to the provisions of the Income Tax Act and Laws of General Application.

24.5.10 Nothing in this part affects the obligations of Newfoundland under the Agreement and for greater certainty:

(a) any obligation assigned to Canada in the Agreement is and remains the responsibility of Canada and Newfoundland shall not be held responsible in the event of any failure or default in whole or in part by Canada; and

(b) any obligation assigned to Newfoundland in the Agreement is and remains the responsibility of Newfoundland and Canada shall not be held responsible in the event of any failure or default in whole or in part by Newfoundland.

24.5.11 Prior to the Agreement, the Parties will negotiate whether any interest will be paid on the amount referred to in section 24.5.1 between signing of the Agreement and the Effective Date and, if so, on what terms and conditions.

Part 24.6 Early Implementation

24.6.1 Canada will undertake to pay Labrador Inuit Association $5 Million on the earlier of either, six months from the date of the signing of the Agreement, or the Effective Date. The Agreement will set out the terms and conditions on which the amount referred to in this section will be paid.

24.6.2 Subject to the terms and conditions referred to in section 24.6.1, the amount referred to in section 24.6.1 will be adjusted by multiplying the amount by the value of the Canada Final Domestic Demand Implicit Price Index for the second latest quarter prior to the signature of the Agreement for which the Canada Final Domestic Demand Implicit Price Index has been published by Statistics Canada, and by dividing by the value of the Canada Final Domestic Demand Implicit Price Index for the second quarter of 1997 and will be paid in a lump sum.

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Chapter 25: Overlapping Claims

25.1 Provisions in overlap agreements, if any, in respect of any overlapping interests between Inuit and other aboriginal claimant groups may, with the agreement of the Parties, be set out in the Agreement.

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Chapter 26: Ratification of Agreement-in-Principle

26.1 After this Agreement-in-Principle has been initialled by the Chief Negotiators, they shall submit it to the Parties for ratification in accordance with this chapter.

26.2 Labrador Inuit Association will ratify this Agreement-in-Principle by means of a decision of the Board of Directors of Labrador Inuit Association following a vote of the members of the Labrador Inuit Association.

26.3 After land identification and selection has been completed in accordance with chapter 4, this Agreement-in-Principle will be ratified:

(a) in the case of Canada, by the signature of the Minister as authorized by decision of Cabinet; and

(b) in the case of Newfoundland, the signature of the Minister as authorized by decision of Cabinet.

26.4. Each Party may ratify subject to the condition that this Agreement-in-Principle, as ratified by it, is also ratified by the other two Parties.

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